From:
Subject: FW: Center Median
Attachments: PC Reso 2018-22.pdf

Hi Danny,

Sincerely,
So Kim, AICP
Deputy Director/Planning Manager
Community Development Department
City of Rancho Palos Verdes
www.rpvca.gov
(310) 544-5222

From: Jill Martin [mailto:jmartin@trumpnational.com]
Sent: Thursday, August 01, 2019 1:17 PM
To: Juan Hernandez <jhernandez@rpvca.gov>
Cc: Michael Bolles <mbolles@trumpnational.com>; Lili Amini <lamini@trumpnational.com>; So Kim <SoK@rpvca.gov>; Ara Mihranian <AraM@rpvca.gov>
Subject: RE: Center Median

Dear Juan,
Ms. Amini forwarded your below email on to me for response. Pursuant to Section 11.6 of the Amended and Restated Development Agreement, the Club is not responsible for the maintenance of the medians:

"The Owners acknowledge and agree that they are obligated to install certain improvements and enhancements approved by the City for landscaping on the parkways and median along Palos Verdes Drive South between Schooner Drive and La Rotonda Drive, **but are not obligated to maintain such improvements and enhancements once they are installed."** (emphasis added).

Accordingly, your contention that the Club is responsible for maintaining the medians is in error. If you disagree, please provide me with some authority for your position. Otherwise, we will consider this issue resolved.

Best regards,

Jill A. Martin
Executive Vice President & Chief Compliance Counsel
The Trump Organization
c/o Trump National Golf Club Los Angeles
One Trump National Dr.
Rancho Palos Verdes, CA 90275
Tel: 310-303-3225

From: Juan Hernandez [mailto:jhernandez@rpvca.gov]
Sent: Thursday, August 1, 2019 7:30 AM
To: Michael Bolles <mbolles@trumpnational.com>; Albert Gonzales <agonzales@rpvca.gov>
Cc: Elias Sassoon <esassoon@rpvca.gov>; Lili Amini <lamini@trumpnational.com>; Brittany Martinez <BrittanyM@rpvca.gov>
Subject: RE: Center Median

Good Morning Michael Bolles, please see the attached map of highlighted areas. These are the agreed-upon maintenance areas which are the center medians and parkway along Trump properties, staring with La Rotonda through Schooner Dr. on Palos Verdes Drive South.

Juan Hernandez, Superintendent
Department of Public Works
City of Rancho Palos Verdes

30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Tel:310-544-5221
jhernandez@rpvca.gov

From: Michael Bolles <mbolles@trumpnational.com>
Sent: Wednesday, July 31, 2019 1:02 PM
To: Juan Hernandez <jhernandez@rpvca.gov>; Albert Gonzales <agonzales@rpvca.gov>
Subject: RE: Center Median

Hello,

Can you please attach the picture of the median you are referring to.

Thank you,

Michael L. Bolles
Golf Course Superintendent

Trump National Golf Club
LOS ANGELES
One Trump National Drive
Rancho Palos Verdes, CA 90275
mbolles@trumpnational.com
T: (310)303-3230

From: Juan Hernandez [mailto:jhernandez@rpvca.gov]
Sent: Tuesday, July 30, 2019 5:44 PM
To: Angel Murillo
Cc: Albert Gonzales; Elias Sassoon; Michael Bolles
Subject: RE: Center Median

Good Afternoon Angel, RPV Has not received a response to this email as of yet. In the absence of response, City of Rancho Palos Verdes has had to clean and clear vegetation from the median that has grown unsightly and unmaintained in front of Trump Property. Please send me an expected maintenance schedule for said Median, so the City knows when trimming and maintenance is expected to take place throughout the season.

Juan Hernandez, Superintendent
Department of Public Works
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Tel:310-544-5221
jhernandez@rpvca.gov

From: Albert Gonzales < >
Sent: Monday, July 22, 2019 8:53 AM
To: amurillo@trumpnational.com
Cc: Juan Hernandez <jhernandez@rpvca.gov>
Subject: FW: Center Median

Good morning Angel,

My name is Albert Gonzales. I work for the City of Rancho Palos Verdes, Public Works Department.

I'm writing to you because I was looking over areas that we maintain throughout the city and noticed that there is a section that belongs to Trumps that should be cleaned up.

Please see picture attached.

We appreciate your cooperation. If you have any questions you can reach me at 310-544-5251 or email.

Thank you,

Albert Gonzales

agonzales@rpvca.gov

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P.C. RESOLUTION NO. 2018-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RANCHO PALOS VERDES RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE TRUMP ORGANIZATION (VH PROPERTY CORP. AND VHPS, LLC.), WITH A RECOMMENDATION TO MODIFY SECTION 15 TO INCLUDE A TRACKING PROGRAM TO ASSESS THE DEVELOPER'S COMPLIANCE OF THEIR MAINTENANCE OBLIGATIONS AS PART OF THE ANNUAL REVIEW AND TO REDUCE THE TERM FOR THE DEVELOPER TO COMPLETE THE PUBLIC IMPROVEMENTS FROM 10 YEARS TO 7 YEARS.

WHEREAS, California Government Code Section 65864 *et seq.* authorizes cities to enter into development agreements with private property owners; and,

WHEREAS, on June 1, 1992, the City Council adopted Resolution No. 92-53, certifying Environmental Impact Report (EIR) No. 36 and adopted Resolution Nos. 92-54, 92-55, 92-56, 92-57, approving Vesting Tentative Tract Map Nos. 50666 and 50667, Tentative Parcel Map Nos. 20970 and 23004, Conditional Use Permit Nos. 162 and 163, Coastal Development Permit (CDP) No. 103, and Grading Permit No. 1541 for a Residential Planned Development consisting of a total of 83 single-family dwelling units, an 18-hold public golf course, and public open space on approximately 261.4 acres on what is now known as Trump National Golf Club (the "Project"); and,

WHEREAS, the City Council approved subsequent revisions to the project as memorialized by the resolutions approving such revisions, the most recent of which occurred on June 19, 2018 for Revision FFF (Resolution No. 2018-39); and,

WHEREAS, on September 17, 1996, the City Council adopted Resolution No. 96-80, requiring the Applicant to enter into a Development Agreement with the City, primarily to validate and collect golf tax; and,

WHEREAS, on November 5, 1997, the City Council adopted Ordinance No. 328, approving a Development Agreement by and between the City and Palos Verdes Land Holdings Company, L.P., a California limited partnership, and the Zuckerman Entities, the developer of the Ocean Trails Project, recorded on December 8, 1997, as Instrument No. 97-1929840 in the Official Records of Los Angeles County, California, and,

WHEREAS, the Development Agreement was amended and extended a total of 16 times, with the last one set to expire on September 21, 2018; and,

WHEREAS, pursuant to Government Code Section 65868, development agreements may be amended; and, WHEREAS, VH Property Corp. and VHPS, LLC. ("Applicant") are the successors in interest to the original developer of the Project, Palos Verdes Land Holdings Company, L.P., a California limited partnership, and the "Zuckerman Entities"; and,

WHEREAS, the parties with to extend the life of the Development Agreement and amend and restate the original Development Agreement in full in order to, among other things, extending the term of the Development Agreement for a 25 year period, recognize the changed assumptions and conditions for the development of the Project that have occurred over the years (as previously reviewed and approved by the City and as studied and analyzed under the environmental documentation previously approved by the City pursuant to CEQA), including, without limitation, their desire to revise the original development plans for the Project, the Applicants' maintenance and management obligations with respect to certain habitat conservation and restoration areas, trails, paths, open spaces, signage, public facilities and amenities, park spaces, fire breaks, streets, parking areas, drainage systems, fencing, planting and landscaping, and other areas, facilities and improvements; and,

WHEREAS, on July 28, 2018, pursuant to Section 17.80.090 of the RPVMC, a 15-day public notice was provided to all property owners within 500' radius, published in the *Daily Breeze,* sent to listserv subscribers, and posted on the City's website; and,

WHEREAS, the Planning Commission held a duly noticed public hearing on August 14, 2018, at which time all interested parties were given an opportunity to be heard and present evidence; and,

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF RANCHO PALOS VERDES DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1: The proposed amended and restated Development Agreement extends its term from September 21, 2018 for a 25-year term; clarifies the Applicant's maintenance and management obligations with respect to certain habitat conservation and restoration areas, trails, paths, open spaces, signage, public facilities and amenities, park spaces, fire breaks, streets, parking areas, drainage systems, fencing, planting and landscaping, and other areas, facilities and improvements; references and requires compliance with the most recently adopted comprehensive City Council-approved Conditions of Approval (Resolution No. 2018-39) and California Coastal Commission's Conditions of Approval; references all previously adopted environmental review documents for the Project, including EIR No. 36, certain addenda, supplementations, and separate mitigated negative declarations and amendments thereto and Mitigation Monitoring Programs that were previously certified by the City Council; specifies in more detail certain lots that will be dedicated to the City, easements in favor of the City (for public trails, access to the flag pole, etc.); specifies the easements in favor of the Applicant for habitat maintenance (for access onto lots that will be dedicated to the City, City-owned preserve areas, and public right-of-ways); references the first amendment to the Shoreline Park License Agreement that allows the Applicant to access portions of Shoreline Park to perform its required long-term maintenance of habitat as required under the City Council adopted Habitat Conservation Plan (HCP); references a License Agreement that allows the Applicant to access portions of the City-owned Switchbacks area and other City-owned property for Developer to perform its long-term maintenance of habitat, certain trails, and other public amenities; and establishes a timeframe of approximately 10-years to complete the Project.

Section 2: The proposed amended and restated Development Agreement conforms with the maps and policies of the General Plan and any applicable specific plan including, without limitation, the City's Coastal Specific Plan. The proposed amended and restated Development Agreement does not result in any physical changes to the Project that would constitute an inconsistency with the maps and policies of the General Plan or other specific plans, including the Coastal Specific Plan. The previously approved Council Conditions of Approval and Coastal Commission Conditions of Approval will remain in full force and effect under the amended and restated Development Agreement.

Section 3: The proposed amended and restated Development Agreement complies with the requirements of California Government Code Sections 65865 through 65869.5.

Section 4: The proposed amended and restated Development Agreement will not be detrimental to or cause adverse effects to adjacent property owners, residents, or the general public. The proposed amended and restated Development Agreement does not result in any physical changes to the Project. The Project has already been substantially developed and all remaining portions of the Project will be constructed in accordance with the last revisions approved by the City Council on June 19, 2018 (Revision FFF – Resolution No. 2018-39). Moreover, the amended and restated Development Agreement reinforce the Developer's maintenance and management obligations to ensure the public benefits are protected in perpetuity.

Section 5: The proposed amended and restated Development Agreement provides clear and substantial benefit of the residents of the City of Rancho Palos Verdes. The proposed amended and restated Development Agreement provides, among other things, dedication of open space, trails, and habitat; payment of golf tax; maintenance of all public amenities (including open space, trails, benches, etc.); maintenance of habitat on-site and off-site; provision of affordable housing on-site and off-site; provision of residential housing on-site; improvements to roadways; parking lots; and a public golf course.

Section 6: For the foregoing reasons and based on the information and findings included in the Staff Report, Minutes and other records of proceedings, the Planning Commission of the City of Rancho Palos Verdes hereby adopts P.C. Resolution No 2018-22, recommending that the City Council adopt an Ordinance approving an amended and restated Development Agreement between the City and the Trump Organization (VH Property Corp. and VHPS, LLC), with any non-substantive changes approved by the City Attorney and Director of Community Development.

Section 7: Any interested person aggrieved by this decision or any portion of this decision may appeal to the City Council. The appeal shall set forth in writing, the grounds for appeal and any specific action being requested by the appellant. Any appeal letter must be filed within fifteen (15) calendar days of the date of this decision, or by 5:30 p.m. on Wednesday, August 29, 2018. A $2,275.00 appeal fee must accompany any appeal letter. If no appeal is filed timely, the Planning Commission's decision will be final at 5:30 p.m. on Wednesday, August 29, 2018.

PASSED, APPROVED AND ADOPTED this 14th day of August 2018, by the following vote:

AYES: **COMMISSIONERS NELSON, SAADATNEJADI, PERESTAM, LEON, AND VICE-CHAIRMAN BRADLEY**

NOES: **NONE**

ABSTENTIONS: **NONE**

RECUSALS: **NONE**

ABSENT: **CHAIRMAN JAMES**

Dave Bradley
Vice-Chairman

Ara Mihranian, AICP
Director of Community Development; and,
Secretary of the Planning Commission

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275-5391
Attn: City Clerk

(Space Above for Recorder's Use)

This agreement is recorded at the request and for
the benefit of the City of Rancho Palos Verdes
and is exempt from the payment of a recording
fee pursuant to Govt. Code § 27383

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

(Pursuant to Government Code
Sections 65864 - 65869.5)

This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** ("**Agreement**") is entered into on **_______________**, 2018, by and among **VH PROPERTY CORP.**, a Delaware corporation ("**Developer**"), VHPS, LLC, a Delaware limited liability company ("**VHPS**", together with Developer, collectively "**Owners**"), and the **CITY OF RANCHO PALOS VERDES**, a municipal corporation organized and existing under the laws of the State of California ("**City**"). The Trump National Golf Club Association, a California nonprofit mutual benefit corporation ("**Association**"), hereby joins this Agreement solely to acknowledge, affirm, and agree to the terms and conditions affecting its rights and obligations as an owner of a portion of the Property, as set forth in Section 35 of this Agreement. Developer, VHPS, Association, and City are sometimes individually referred to herein as a "**party**" and collectively as the "**parties**."

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in this Agreement. The parties intend to refer to those definitions in conjunction with the use thereof in these Recitals.

B. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* ("**Development Agreement Law**"). The Development Agreement Law authorizes the City to enter into binding development agreements with persons having a legal or equitable interest in real property, to provide for the development of such property and to vest certain development rights therein. Pursuant to Government Code Section 65865, City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements.

C. City, on the one hand, and the "Zuckerman Entities" and Palos Verdes Land Holding Corporation, L.P., a California limited partnership, on the other hand (collectively, "**Original Developer**"), as predecessors-in-interest to Developer, originally entered into that certain Development Agreement, dated November 20, 1997, and recorded on December 8, 1997 in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 97-1929840 (“**Original Development Agreement**”), pursuant to which Original Developer was granted certain vested rights to develop that certain real property described and/or depicted on Exhibit A-1, attached hereto (the "**Property**"). The Original Development Agreement was entered into in accordance with the Development Agreement Law and was approved by the City Council of the City on November 5, 1997, pursuant to Ordinance No. 328. The purpose of the Original Development Agreement was to allow for the development of a residential planned development and an eighteen-hole public golf course (commonly referred to as the Ocean Trails Project and now known as the Trump National Golf Club Project) and associated amenities, including, without limitation, on-site and off-site improvements, as more specifically described in the Original Development Agreement. In addition, the City previously approved Vesting Tentative Tract Map ("**VTTM**") No. 50666 and VTTM No. 50667 and subsequent amendments thereto in connection with the development of the Project. Final Tract Map No. 50667 was recorded as Instrument No. 99-1934089 in the Official Records on October 12, 1999.

D. Developer and/or Developer's predecessors-in-interest, on the one hand, and City, on the other hand, subsequently entered into sixteen various amendments to the Original Development Agreement, including amendments dated September 18, 2001, March 4, 2003, November 20, 2007, March 4, 2008, July 15, 2008, October 21, 2008, January 21, 2009, September 15, 2009, March 16, 2010, September 21, 2010, March 15, 2011, September 20, 2011, March 6, 2012, August 7, 2012, September 16, 2014, and August 16, 2016, each of which were approved by the City Council and recorded in the Official Records (such amendments, together with the Original Development Agreement, are sometimes collectively referred to herein as the "**Development Agreement**"), which provided for, among other things, the extension of the term of the Original Development Agreement and Tentative Tract Map No. 50666, clarifications and agreements regarding the golf taxes payable by Developer to City and golf fees chargeable by Developer to users of the golf course. The rights and obligations under the Development Agreement were assigned to, and assumed by, Developer pursuant to that certain Assignment of Development Agreement, dated May 1, 2002, and recorded in the Official Records on May 17, 2002 as Instrument No. 02-1149228. The term of, and vested rights conferred by, the existing Development Agreement and VTTM No. 50666 would otherwise be subject to expiration on September 21, 2018, unless extended pursuant to this Agreement.

E. Owners collectively own in fee title the Property, except for (i) those portions thereof that were previously dedicated and/or granted to City or other governmental agencies for street purposes, trails, parks, or open space, and (ii) that certain portion of the Property known as [Lots A, B, C and H] of VTTM 50667 (the "**Association Property**"), which was conveyed to the Association pursuant to that certain Grant Deed of Common Property, recorded in the Official Records on December 27, 2007, as Instrument No. 20072841917. On December 9, 2004, Developer conveyed its fee simple interest in and to certain portions of the Property to VHPS pursuant to that certain Grant Deed, recorded in the Official Records on December 14, 2004 as Instrument No. 04-32115802 (the "**VHPS Property**"), as described and/or depicted on Exhibit A-2, attached hereto.

F. In connection with the Project and its development, Developer has previously applied for, and City has approved, vesting tentative tract maps (VTTM Nos. 50666 and

50667), a final map for VTTM Nos. 50666 and 50667, parcel maps (PM Nos. 20970 and 23004), conditional use permits (CUP Nos. 162 and 163), a variance (Resolution No. 2016-08), a grading permit (No. 1541), a Final Public Amenities Plan as shown on Exhibit F, attached hereto, and other approvals related to the Project, as described on Exhibit C, attached hereto, each of which have been amended from time to time, in order to, among other things, accommodate various changes and modifications to the Project and address issues that arose as a result of a landslide that occurred on the Property in 1999 and protect the Coastal Sage Scrub Habitat and the interests of its residents and the quality of the community and the environment. The latest revisions to the Project that were approved by the City Council of City, were approved on [September __, 2018 pursuant to Resolution No. [2018-__]. In addition, (i) the California Coastal Commission has issued various approvals and permits in connection with the Project, including, without limitation, its approval of Coastal Development Permit No. A-5-RPB-93-005 (i.e., Coastal Permit No. (103)) on April 15, 1993, which was subsequently amended from time to time up to and including Coastal Development Permit No. A-5-RPV-93-005-A24, to reflect various modifications to the Project, and (ii) the United States Fish and Wildlife Service ("**USFWS**") and the Department of Fish and Game adopted a Habitat Conservation Plan (known as the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan) for the Project dated July 1996, which was subsequently amended pursuant to that certain Habitat Conservation Plan Amendment, approved by the City Council of City on July 18, 2000 (as so amended, and as the same may be hereafter amended or modified from time to time with the approval of the City and applicable resource agencies, the "**HCP**"), and an Implementing Agreement for the HCP, which was amended pursuant to that certain Amendment to the Implementing Agreement for the Ocean Trails HCP, approved by the City Council of City on July 18, 2000 (as so amended, the "**Implementing Agreement**"). Such approvals and permits, together with any other permits and approvals issued by the City, California Coastal Commission, the USFWS and Department of Fish and Game, and/or any other governmental agency, are collectively referred to herein as the "**Approvals**".

G. As part of the approval process, City has undertaken, pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) ("**CEQA**"), the required analysis of the environmental effects which would be caused by the Project. In that regard, on June 2, 1992, the City Council of City adopted Resolution No. 92-53, which certified Environmental Impact Report No. 36 and imposed a series of mitigation measures in connection with the development of the Project to eliminate or mitigate, to the extent feasible, any potentially adverse impacts caused by the Project and made the required environmental findings. Subsequent thereto, the City Council of City adopted certain addenda, supplementations, and separate mitigated negative declarations and amendments thereto in connection with proposed modifications to the Project, all as set forth on Exhibit K, attached hereto and incorporated herein by this reference (such Environmental Impact Report, together with all modifications, addenda, supplementations, and/or mitigated negative declarations or mitigation monitoring programs related thereto or otherwise to the Project, which have received approval from City, are collectively referred to herein as "**Project CEQA Environmental Documentation**").

H. Developer has made substantial progress in completing the development contemplated by the Development Agreement, including the completion of the Trump National Golf Course, including an 18 hole golf course, driving range, practice areas, golf clubhouse, parking areas, public trails, open space, and related facilities, as well as completion of a majority of the residential buildings, public facilities and other structures set forth in the Final Map for VTTM 50667, all in accordance with the Development Agreement and the Approvals.

I. The City and Owners now desire to amend the Development Agreement and enter into this Amended and Restated Development Agreement to address, among other things, extending the term of the Development Agreement, recognition of the changed assumptions and conditions for the development of the Project that have occurred over the years (as previously reviewed and approved by the City and as studied and analyzed under the Project CEQA Environmental Documentation), including, without limitation, their desire to revise the original development plans for the Project, the Owners' maintenance and management obligations with respect to certain habitat conservation and restoration areas, trails, paths, open spaces, signage, public facilities and amenities, park spaces, fire breaks, streets, parking areas, drainage systems, fencing, planting and landscaping, and other areas, facilities and improvements as set forth below and under the Restated Declaration.

J. This Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Law. This Agreement will eliminate uncertainty in planning for and secure the orderly completion of development of the Project, ensure a desirable, attractive, and functional community environment for residents and visitors, and provide for, among other things, recreational activities and amenities open to the public, trail systems, park and natural open space, sufficient parking, signage, habitat conservation, landscaping, public facilities, infrastructure, and services appropriate for the development of the Project, effective and efficient development of residential housing including affordable units, assure attainment of the maximum effective utilization of resources within the City, and provide other significant public benefits to the City and its residents by otherwise achieving the goals and purposes of the Development Agreement Law. In exchange for these benefits to the City, Owners desire to receive, or if vested by the Development Agreement, continue to receive, the assurance that Developer may proceed with the development of the Project in accordance with the terms and conditions of this Agreement, the Approvals, and Conditions of Approval (defined below). Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of all parties.

K. The Planning Commission and the City Council have found that this Agreement is consistent with the City's General Plan, Coastal Specific Plan, Development Code and the Approvals, as most recently amended.

L. The City has determined that there is no substantial evidence that the changes and modifications to the Project or to the circumstances under which the Project is undertaken embodied in this Agreement would result in a new or increased significant adverse effect on the environment that was not already considered under the existing Project CEQA Environmental Documentation, as such changes are not intended to revise any aspect of the Approvals or Conditions of Approval. As a result, the approval of this Agreement is exempt from the provisions of CEQA pursuant to State CEQA Guidelines 15061.

M. On [September 4, 2018], after notice issued pursuant to the provisions of the Development Code and Government Code §§ 65090, 65091, 65092, and 65094, the City Council held a public hearing to consider this Agreement and, after making appropriate findings, the City Council adopted Ordinance No. [_____________] at its public hearing on [September 18, 2018], approving this Agreement with Owners.

N. City has found and determined that the execution of this Agreement is in the best interest of the public health, safety and general welfare of City and its residents and that adopting this Agreement constitutes an appropriate exercise of its police powers.

NOW THEREFORE, the parties agree to amend and restate the Development Agreement in its entirety as follows:

1. Definitions. The following terms and phrases shall have the meaning ascribed below.

1.1. "**Conditions of Approval**" shall mean all of the Conditions of Approval referenced on Exhibit D, attached hereto together with any modifications or additions thereto, issued or granted by City and the California Coastal Commission in connection with the Project.

1.2 "**Development Plan**" is all of those ordinances, resolutions, codes, rules, regulations, Approvals, Conditions of Approval, and official policies of City governing the development and use of the Property as of the Effective Date, including, without limitation, the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property, including, without limitation, all of those permits and Approvals referenced on Exhibit C, attached hereto, and the Conditions of Approval set forth on Exhibit D, attached hereto, allowing for the development of a Residential Planned Development consisting of 59 single family dwelling units (including 23 units in VTTM 50666 and 36 units in VTTM 50667) and four (4) affordable housing units on the Property and requiring two (2) additional affordable units off-site, the development of an 18-hole public golf course, a golf clubhouse, driving range, parking facilities, parklands, pedestrian and bicycle trails, native habitat preserves and related facilities located on an approximately 261.4 acre site. To the extent any of the foregoing are further amended by City, the California Coastal Commission, or any other governmental agency from time to time with the consent of Owners, the appropriate component of the Development Plan shall be deemed to be automatically amended. Notwithstanding the immediately preceding sentence, if this Agreement is required by law to be amended in order for the "Development Plan" to include such amendments, the "Development Plan" shall not include such amendments unless and until this Agreement is so amended.

1.3 "**Effective Date**" shall mean date of recordation of this Agreement.

1.4 "**Existing Land Use Regulations**" means the Land Use Regulations which have been adopted and are effective on or before the Effective Date of this Agreement.

1.5 "**Land Use Regulations**" means all ordinances, laws, resolutions, codes, rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited to the City's General Plan and the City's Municipal Code ("**Municipal Code**") and including all development impact fees, which affect, govern or apply to the development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property, subject to the terms of this Agreement. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupancies generally; taxes and assessments; regulations for the control and abatement of nuisances; uniform codes; utility easements; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; health and safety regulations; environmental regulations; or similar matters or any other matter reserved to the City pursuant to Sections 10.1, 11, and 12 below.

1.6 "**Project**" shall mean the residential planned development and eighteen-hole public golf course commonly referred to as the Trump National Golf Club Project (formerly known as the Ocean Trails Project) and associated amenities, including, without limitation, on-site and off-site improvements, all as contemplated by the Development Plan, as the same may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.7. "**Subsequent Development Approvals**" means all development and entitlement approvals issued subsequent to the Effective Date in connection with development of the Property, which shall include, without limitation, the approvals defined herein as the Development Plan, excepting those for which approval has already been obtained.

1.8. "**Subsequent Land Use Regulations**" means any Land Use Regulations effective after the Effective Date of this Agreement (whether adopted prior to or after the Effective Date of this Agreement), which govern the development, and use of the Property.

2. Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit	Description
A-1	Legal Description / Depiction of the Property
A-2	Legal Description / Depiction of the VHPS Property
B	Depiction of Parcels Owned by the City
C	Permits and Approvals
D	All Conditions of Approval Imposed on the Project
E	Dedication Map (dated July 27, 2018)
F	Final Public Amenities Plan
G	Form of Amended and Restated Declaration of Restrictions
H	Shoreline Park License Amendment

I	License Agreement (Switchbacks and Other City Property)
J	Chapter 3.40 of the Rancho Palos Verdes Municipal Code
K	Project CEQA Environmental Documentation

3. Mutual Benefits. This Agreement is entered into for the purpose of carrying out the Development Plan for the Project in a manner that will ensure certain anticipated benefits to both City and its residents and to Owners, as set forth in this Section.

3.1. Benefits to City. The benefits to City (including, without limitation, the City's residents) under this Agreement include, but are not limited to: (a) the dedication to City of certain areas of the Property for habitat conservation and restoration areas, trail systems, streets, paths, park and open spaces, public facilities, viewsheds, fire breaks, public access, parking areas, fire and emergency access, and other improvements which have been and will continue to be available to the public, as depicted in part on Exhibits E and F, attached hereto, and described under (i) that certain Easement Deed, by Developer in favor of City, recorded on February 8, 2006 in the Official Records as Instrument No. 06-0295375, (ii) that certain Grant Deed, by Developer in favor of City, recorded on May 23, 2011, in the Official Records as Instrument No. 20110719711, (iii) that certain Grant Deed, by Developer in favor of City, recorded on May 23, 2011, in the Official Records as Instrument No. 20110719715, (iv) that certain Grant Deed, made by Developer in favor of City, for the property known as "Lot H", which was recorded in the Official Records on ______________, 2018, as Instrument No. ________________, (v) that certain Grant Deed, made by Owners in favor of City, for the property known as "Lot K" of VTTM Nos. 50666 and 50667, which was recorded in the Official Records on ______________, 2018, as Instrument Nos. ________________, (vi) that certain Grant Deed, made by Developer in favor of City, for the property known as the Flagpole Lot, which was recorded in the Official Records on ______________, 2018, as Instrument No. ________________, (vii) that certain Amended and Restated Irrevocable Offer to Dedicate Fee Title, dated August 22, 2000, and recorded on October 17, 2000 in the Official Records as Instrument No. 00-1613039, which was subsequently amended pursuant to that certain Amendment to Documents, recorded in the Official Records on October 23, 2000 as Instrument No. 00-1649980 (the "**Amendment**"), and the Certificate of Acceptance for same, which was recorded in the Official Records on ______________, 2018, as Instrument No. ________________, (ix) that certain Amended and Restated Irrevocable Offer to Dedicate Public Trail Easement and Declaration of Restrictions executed by Ocean Trails, L.P. and recorded on October 17, 2000 as Instrument Number 00-1613038 in the Official Records, which was subsequently amended pursuant to the Amendment, and other amendments recorded in the Official Records as Instrument Nos. 06-2156248, 20070716114, respectively, and that certain Second Amendment to Amended and Restated Irrevocable Offer to Dedicate Public Trail Easement and Declaration of Restrictions, and the Certificate of Acceptance for same, which were recorded on ____________ and _______________ as Instrument Nos. ______________and __________ respectively, (x) that certain Easement Agreement, by Owners in favor of City recorded in the Official Records on __________, 2018 as Instrument No. ______________, (xi) the property dedications shown on Final Tract Map Nos. 50666 and 50667, and (xii) that certain Easement Agreement, between Owners and City which was recorded in the Official Records on ______________, 2018, as Instrument No. ________________; (b) a guaranty, which shall be set forth in the Amended and Restated Declaration of Restrictions, shown on Exhibit G, attached hereto which shall be executed by Owners in favor of the City and recorded against the Property ("**Restated Declaration**") guaranteeing payment to City of the revenue which would have been generated from the golf course by virtue of the City's golf tax, regardless whether the golf tax which is set forth in Chapter 3.40 of the Municipal Code is found by a court to be invalid; (c) the agreement by Owners (and any subsequent owner of the portion of the Property which is to be used as a golf course) to (i) maintain and manage to City's reasonable satisfaction the habitat conservation and restoration areas, trails, paths, parks, and open space areas located on the Property, City Property (as defined below), and off-site areas as described under, *inter alia*, the HCP, the Implementing Agreement, the Restated Declaration, and the Conditions of Approval, and as shown on that certain map entitled "Ownership of Open Space Lots and Public Trail Easements Tract 50666 and Tract 50667," dated [__________], 2018 ("**Dedication Map**"), attached hereto as Exhibit E, and that certain map entitled "Public Amenities Plan, Trail and Signage Tract 50666 and Tract 50667, dated [________], 2018 (the "**Final Public Amenities Plan**"), attached hereto as Exhibit F, and any improvements located thereon, including, without limitation, public facilities and amenities, drainage systems, fences, walls, signs, landscaping, furniture, trash and recycling containers, restrooms, flagpoles, drinking fountains, etc., and shall maintain and manage the three (3) on-site public parking lots, the public restroom at the golf course clubhouse, the storm drains that have not or will not be accepted by Los Angeles County, the fire access lane abutting the Ocean Terraces Condominiums, as more particularly described under the Restated Declaration, and (ii) comply with all terms, conditions, and obligations imposed on Owners set forth under the covenants, declarations, and deed restrictions recorded against the Property, including, without limitation, that certain Declaration of Covenants, Conditions and Restrictions for Ocean Trails, recorded in the Official Records on March 16, 2000 as Instrument No. 00-0393840, and that certain Covenant to Maintain Property to Protect Views, recorded in the Official Records on March 16, 2000 as Instrument No. 00-0393841 (all such covenants, declarations, and deed restrictions, collectively, "**Recorded Obligations**"); (d) Owners' previous provision of financial support and agreement to continue to perform and provide financial support for long-term habitat restoration and enhancement work, implementation of conservation programming, and maintenance and management on the property known as the "Switchbacks" area ("**Switchbacks Area**") and the property known as the "Shoreline Park" area ("**Shoreline Property**") each of which are owned by the City as well as on other off-site property as set forth in the HCP, the Implementing Agreement, Restated Declaration, and the Conditions of Approval; (e) the provision of additional residential housing; (f) the addition of six (6) residential units in the City made affordable to persons of very low to low income households, four (4) of which were previously constructed on-site and two (2) of which will be located within the City's Coastal Zone or within three miles thereof; (g) improvements to roadways; (h) a golf course which will be available for use by the public; and (i) an increase in property tax revenues to be derived by City.

3.2. Benefits to Owners. Owners have expended and will continue to expend substantial amounts of time and money on the planning and infrastructure construction of the Project. In addition, Owners have expended and will expend substantial amounts of time and money in constructing public improvements and facilities and in providing for maintenance, management, and public services in connection with the Project, the Property and the City Property (as defined below). Owners would not make such additional expenditures or undertake such services without this Agreement and such additional expenditures will be made in reliance upon this Agreement. The benefits to Owners under this Agreement consist of: (a) the assurance that Owners will preserve the right to develop the Property as planned and as set forth in the Development Plan; and (b) the Owners' non-exclusive use of the Switchbacks Area and Shoreline Property in order to perform their obligations under the HCP, the Implementing Agreement, the Restated Declaration, and the Conditions of Approval.

4. Interest of Owners. Each Owner represents that it has a legal interest in the Property.

5. Binding Effect of Agreement. The burdens of this Agreement bind and the benefits of this Agreement inure to the successors in interest to the parties hereto.

6. Relationship of Parties. The contractual relationship between City and Owners is that each Owner is an independent entity and not the agent of City.

7. Term. The term of the Development Agreement became effective on or about December 20, 1997. The term of this Agreement shall commence upon the Effective Date and shall expire twenty five (25) years thereafter on [December 19, 2022], unless sooner terminated or extended by the mutual consent of the parties or as otherwise provided herein. Unless this Agreement is extended beyond its twenty five (25) year term, or terminated earlier pursuant hereto, it shall terminate upon the expiration of such term, and all rights and duties created by this Agreement in favor of any party shall be extinguished on the date of such termination except for the provisions of this Agreement that expressly survive such termination, any outstanding obligations of the parties hereunder not previously satisfied, and any unexpired Approvals. The City shall not unreasonably refuse to extend the term of this Agreement beyond the expiration date as may be necessary to complete the Project..

8. Development of Property; Changes in Project. Developer shall complete the development of the Property in accordance with this Agreement and the Development Plan for the Project. Owners shall not be entitled to any change, modification, revision or alteration in the Development Plan relating to the permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings or the provision for reservation or dedication of land for public purposes without review and approval by those agencies which approved the particular aspect of the Development Plan in the first instance. Subject to the foregoing provisions of this Section 8, City acknowledges that Owners may seek amendments to entitlements to use and new entitlements to use in connection with the development of the Project. Subject to Sections 10 and 12 below, nothing in this Agreement shall be deemed to restrict or expand the authority of City or the California Coastal Commission in determining whether to approve or deny any such amendments or new entitlements to use. Notwithstanding the foregoing, implementation of the Project may require minor modifications of the details of the Development Plan and performance of the parties under this Agreement. The parties desire to retain a certain degree of flexibility with respect to those items covered in general terms under this Agreement. Therefore, modifications of the Development Plan, which are found by Director of Community Development of City following advice from the City Attorney to be non-substantive and/or procedural, shall not require an amendment to this Agreement. A modification will be deemed non-substantive and/or procedural if it does not result in material change in fees, cost, density, intensity of use, permitted uses, the maximum height and size of buildings, the reservation or dedication of land for public purposes, or the improvement and construction standards and specifications for the Project.

9. Indemnification; Hold Harmless; Insurance.

9.1 Indemnification; Hold Harmless.

Each of the Owners hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission, partners and representatives ("**City Indemnitees**") harmless from any and all claims, actions, suits, damages, liabilities, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising out of or in connection with this Agreement, including, without limitation, (i) City's approval of this Agreement and all documents related to this Agreement, and/or any other Approvals, permits, or other entitlements for the Project and issues related thereto, (ii) the development of the Project, and (iii) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Owners' (or Owners' contractors, subcontractors, agents, employees or other persons acting on Owner's behalf ("**Owners' Representatives**") performance of their respective obligations under this Agreement and/or the negligence or misconduct of Owners or of Owners' Representatives which relate to the Project, the Property or City Property that Owners' and/or Owners' representatives have maintenance and management obligations with respect to. City shall not be liable for any damage to property of any Owners or of others located on the Property, nor for the loss of or damage to any property of any Owner or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature relating to the Property or the Project.

The obligations of Owners under this Section 9.1 shall not apply to any Claims caused by the negligent acts, errors, omissions or willful misconduct of the City or any City Indemnitees.

The provisions of this Section 9.1 shall survive the termination or expiration of this Agreement.

9.2. Insurance Obligations.

Without limiting Owners' indemnification obligations set forth above, Owners shall obtain, provide and maintain at its sole cost and expense during the entire term of this Agreement, the following policies of insurance which shall cover the City and all City Indemnitees. Owners shall provide certificates of insurance to City as evidence of the insurance coverage required herein.

(a) *General Liability Insurance*. A policy of comprehensive commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) *Automobile Liability Insurance*. A policy of automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Owners arising out of or in connection with the activities to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) *Professional Liability Insurance*. A policy of professional liability insurance that covers the activities to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Owners agree to maintain continuous coverage throughout the term of this Agreement.

(d) *Workers' Compensation Insurance*. A policy of employers' liability insurance with limits of at least $1,000,000, and a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California, and which shall indemnify, insure and provide legal defense for the Owners against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Owners in the course of carrying out the activities contemplated in this Agreement.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of "A" (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City and City Indemitees or shall specifically allow Owners or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Owners hereby waives their respective rights of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants. The waiver of subrogation endorsement in favor of City and City Indemnitees shall be submitted to City together with the certificates of insurance required hereunder.

Coverage provided by Owners shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Owners acknowledge and agree that any actual or alleged failure on the part of the City to inform Owners of non-compliance with any requirements contained within this Section 9.1 shall impose no additional obligations on the City nor does the City waive any rights hereunder.

Requirements of specific coverage features or limits contained in this Section 9.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Owners maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Owners. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to cover a valid Claim.

Owners agree to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

10. Vested Right. By entering into this Agreement and relying thereon, (i) Owners are obtaining a vested right to proceed with the Project, subject to Sections 11 and 12 below, in accordance with the Development Plan, including the Approvals and Conditions of Approval, and the Existing Land Use Regulations, and (ii) City is securing certain public benefits and financing which help to alleviate current or potential problems in City and enhance the public health, safety and welfare. City therefore agrees to the following:

10.1. No Conflicting Enactments. Subject to the terms and conditions of Section 12 below, neither the City Council of City nor any other agency of City shall enact any ordinance, policy, rule, regulation or other measure applicable to the Project which relates to the rate, timing or sequencing of the development, the density, design, construction standards and specifications of the development, or other matters applicable to the construction of all or any part of the Project or which is otherwise in conflict with this Agreement. This Section shall not restrict the City's ability in the event of a public emergency to take such reasonable measures under its police powers to protect the public health and safety as it deems necessary to deal with such emergency even if such measures are incompatible with other terms of this Development Agreement, including, without limitation, shutting off the water to the golf course if water on the golf course is causing or contributing to the public emergency. Without limiting other matters which do not constitute a public emergency, for purposes hereof, a public emergency shall not include matters which develop over time such as, without limitation, traffic concerns or air quality issues; except, however, public emergency shall include any matter relating to the geologic stability of the Property upon which the Project is located and the depth of the water table underlying said Property which, in City's reasonable judgment, is adversely impacting the public health and safety. If the geologic problem is being caused primarily by adjacent or upstream properties, City will first take available actions against the owners of said other properties prior to taking action against Owners of the subject Property. The parties acknowledge and agree that City is restricted in its authority to limit its police power by contract and that the foregoing limitations are intended to reserve to City all of its police power which cannot be so limited. Notwithstanding the foregoing, this Agreement shall be construed, contrary to its stated terms if necessary, to reserve to City all such power and authority which cannot be restricted by contract.

10.2. Intent of Parties. In addition to and not in limitation of the foregoing, it is the intent of the parties that no moratorium or other limitation (whether relating to the rate, timing or sequencing of the development, the density, design, construction standards and specifications of the development, or, subject to Sections 11 and

12 below, other matters applicable to the construction of all or any part of the Project and whether or not enacted by initiative or otherwise) affecting subdivision maps, building permits, occupancy certificates or other entitlements to use approved, issued or granted within City, or portions of City, shall apply to the Project to the extent such moratorium or other limitation is in conflict with this Agreement. Notwithstanding the foregoing, should an ordinance, general plan or zoning amendment, measure, moratorium, policy, rule, regulation or other limitation enacted by citizens of City through the initiative process be determined by a court of competent and final jurisdiction to invalidate or prevail over all or any part of this Agreement, Owners shall have no recourse against City pursuant to this Agreement, but shall retain all other rights, claims and causes of action at law or in equity which Owners may have independent of this Agreement.

11. General Development of the Project.

11.1. Project. While this Agreement is in effect, Owners shall have a vested right to develop the Project in accordance with the terms and conditions of this Agreement and the Development Plan, and City shall have the right to control the development of the Project in accordance with the terms and conditions of this Agreement and the Development Plan. Thus, the Development Plan shall control the overall design, development and construction of the Project and all on-site and off-site improvements and appurtenances in connection therewith, including, without limitation, all mitigation measures (including those required to minimize or eliminate any potentially significant environmental effects). The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, the provisions for reservation and dedication of land for public purposes and other terms and conditions of development applicable to the Property shall be those set forth in the Development Plan.

11.2. Timing of Development. The parties acknowledge that although Owners currently anticipate that the Project will be constructed and completed over an approximate ten (10) year time frame, at the present time Owners cannot predict when the Project will be finally completed. Such decisions depend upon numerous factors which are not within the control of Owners, such as market orientation and demand, interest rates, competition and other similar factors. To the extent permitted by the Development Plan and this Agreement, Owners shall have the right to develop the Project in such order and at such times as Owners deem appropriate within the exercise of its subjective business judgment, so long as the Project is constructed as an integrated residential planned development as contemplated by the Development Plan, including, without limitation, as set forth in VTTM Nos. 50666 and 50667, the Approvals, and the Conditions of Approval.

11.3. Effect of Agreement on Land Use Regulations. The rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and the design, improvement and construction standards and specifications applicable to development of the Property shall be as set forth in the Existing Land Use Regulations, which were in force as of the Effective Date, subject to the terms and conditions of this Agreement. In connection with any approval which City is permitted or has the right to make under this Agreement relating to the Project, or otherwise under its rules, regulations and official policies, City shall exercise its discretion or take action in a reasonably expeditious manner which complies and is consistent with the Development Plan and the standards, terms and conditions contained therein or in this Agreement. Pursuant to Government Code Section 66452.6, the term of any tentative map for the Property (including, without limitation VTTM

Nos. 50666 and 50667), street vacation, and development plan review shall automatically be extended for the term of this Agreement.

11.4. Agreement To Maintain Property and Amenities And To Pay Certain Revenues To City. Each Owner hereby agrees that such Owner and any subsequent owner(s) of any parcel of the Property which comprise the golf course shall comply with all covenants, conditions, restrictions and obligations set forth in (i) the Restated Declaration attached hereto as Exhibit G which shall be recorded as a covenant against the parcels comprising the golf course and shall continue in effect notwithstanding the expiration or termination of this Agreement, (ii) the Conditions of Approval, and (iii) all other documents and agreements referred to in Section 3.1 above.

City covenants that, in consideration for Owners guarantying the payment of the golf tax discussed in the Restated Declaration, Owners shall not be obligated to pay any other similar tax or fee or comply with any similar exaction imposed in connection with the operation of the golf course, provided, however, this paragraph shall not be construed to preclude the imposition of taxes or fees which are imposed on a City-wide basis either on all business owners or on all property owners.

The provisions of this Section 11.4 shall survive the termination or expiration of this Agreement.

11.5. Owners' Obligations Regarding Habitat Conservation Areas. The HCP includes a mitigation/restoration program for the preservation of and enhancement of certain areas both on-site and on properties located near the Property which are owned or will be owned by City ("**habitat conservation areas**"), which Owners are obligated to adhere to. The HCP provides, among other things, that while it is initially the Owners' responsibility (as successors-in-interest to Original Developer), to ensure that the habitat is planted and established, the City is to perform the long term maintenance of the habitat conservation areas located on the Property and off-site, including property owned by the City (all such City-owned property, "**City Property**"). It is the intent of this Agreement that in addition to the initial maintenance of the habitat conservation areas, Owners shall perform City's long term maintenance responsibilities, to City's reasonable satisfaction as more particularly described in the Restated Declaration. In addition, Owners (or their predecessors-in-interest to the Property) have previously deeded to City the three public parks and certain other open space and on-site habitat conservation areas depicted on Exhibits E, and F, attached hereto. As more particularly set forth in the Restated Declaration, if Owners or any subsequent owner(s) of those parcels of the Property which comprise the golf course do not fulfill their maintenance obligations with respect to the habitat conservation areas located on the Property, City Property, and other offsite property to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default set forth in Section 16.1 of this Agreement, City may (i) seek specific performance or seek any other remedies or causes of action that City may have for such default at law or in equity, and/or (ii) assume such maintenance obligations, and in such case, in addition to the tax to be paid pursuant to the first paragraph of Section 11.4(a) above, Owners or any subsequent owner(s) of such parcels shall pay a fee to City in the amount of One Dollar ($1.00) per round of golf (or any portion thereof) played on the golf course to be developed as part of the Project. The provisions of this Section 11.5 shall survive the termination of this Agreement.

11.6. Maintenance and Management of Parks, Open Space, Trails, Habitat Areas, Public Amenities, Roads, and Parking Areas. Owners' predecessors-in-interest previously agreed to perform revegetation work, habitat restoration, conservation programming, landscape enhancement, and long term maintenance and monitoring on the Property, the Switchbacks Area, the Shoreline Property, certain City Property, and other off-site property as set forth in, or shown on, the HCP, Implementing Agreement, Restated Declaration, Conditions of Approval, Recorded Obligations, Dedication Map, and the Final Public Amenities Map. In connection therewith, City issued a license to Owners' predecessor-in-interest to allow access and use of the Shoreline Property, as set forth under that certain Shoreline Park License Agreement, dated as of September 5, 2000 and recorded in the Official Records on September 18, 2000 as Instrument No. 00-1456232, which the City and Owners have agreed to amend in connection with this Agreement as set forth in that certain First Amendment to Shoreline Park License Agreement, shown on Exhibit H, attached hereto (the "**Shoreline Park License Amendment**"), which shall be recorded against the portion of the Property that comprises the golf course. In addition, in order to provide for Owners' continued maintenance and management obligations for the Switchbacks Area and additional City Property, City has agreed to grant Owners' and any subsequent owners(s) of those parcels of the Property which comprise the golf course a license to access the Switchbacks Area and certain other City Property as set forth in that certain License Agreement (Switchbacks Area and Other City Property) set forth on Exhibit I, attached hereto (the "**License Agreement**"), which shall be recorded against the portion of the Property which comprises the golf course. Owners and any subsequent owner(s) of those parcels of the Property which comprise the golf course shall continue to perform such maintenance and management activities on the Property, the Switchbacks Area, the Shoreline Property, the City Property, and on the other off-site property as required under the HCP, Implementing Agreement, Conditions of Approval, Restated Declaration, and Recorded Obligations, and as shown on the Dedication Map and Final Public Amenities Map. The provisions of this Section 11.6 shall survive the termination of this Agreement.

11.7. Satisfaction of Park Fee Requirements. In consideration of the Owners (or their predecessors-in-interest) dedication and improvement of three parks on the Property and compliance with the obligations contained under the Restated Declaration that the Owners and any other owner(s) of the golf course parcels shall maintain said parks and other areas specified in the Restated Declaration, Owners shall be deemed to have satisfied all park fee requirements of City, and no further park fees or exactions shall be applicable to the development of the Project, except as otherwise set forth herein.

11.8. Development Fees. Subject to the terms and conditions of Section 12 below, City shall not, without the prior written consent of Owners, impose or increase any fees or exactions applicable to the development of the Property or any portion thereof, or impose any such fees or exactions as a condition to the implementation of the Project or any portion thereof, except the following:

(a) those fees, taxes or City assessments which exist as the Effective Date or are included or contemplated in the Development Plan (including those described in the Approvals and/or Conditions of Approval), or the application of escalation clauses which, as of the Effective Date, were in place in connection with those fees and exactions in effect as of the Effective Date;

(b) any fees, taxes, or assessments required under the Conditions of Approval or under any mitigation measures imposed on the Project by the Project CEQA Environmental Documentation, which were effective as of the Effective Date, including, without limitation the golf fees described in the Restated Declaration set forth in Exhibit G attached hereto;

(c) any fees or taxes, and increases thereof, imposed on a City-wide basis such as business license fees or taxes, sales or use taxes, utility taxes, and public safety taxes;

(d) any future fees or assessments imposed on an area-wide basis (such landscape and lighting assessments and community services assessments), provided that each Owner reserves its right to protest the establishment or amount of any such fees or assessments through the method prescribed by law; and

(e) any fees imposed pursuant to any assessment district established within the Project area otherwise proposed or consented to by Owners.

11.9. Reimbursement of City Costs. Owners shall reimburse City for all of City's costs and expenses in connection with the preparation, negotiation and performance of this Agreement, City costs and expenses in connection with the processing of the applications for the Project and the Approvals or any Subsequent Development Approvals for the Project, and City's costs and expenses in connection with the preparation and negotiation of all additional agreements and approvals relating to the transactions contemplated by this Agreement, including staff costs, fees and expenses of legal counsel, and consultant costs, if any, in each case engaged by City for services directly related to the Project, this Agreement, and the transactions contemplated by this Agreement.

11.10 Public Works. Any public works facilities which will be constructed by Developer and dedicated to City or any other public agency upon completion shall be constructed in accordance with the design and construction standards as would be applicable to City or such other public agency should it have undertaken such construction. This Section shall not be interpreted to require public bids or any other similar requirements unless otherwise required by applicable law.

12. Rules, Regulations, and Official Policies.

12.1. Reservation of Authority. This Agreement shall not prevent City from applying the following Subsequent Land Use Regulations:

(a) Processing fees and charges of any kind or nature imposed by City to cover the estimated actual costs to City of processing applications for Subsequent Development Approvals or, for monitoring compliance with any Subsequent Development Approvals, or for monitoring compliance with environmental impact mitigation measures; provided such fees and charges are uniformly imposed by City on all similar applications and for all similar monitoring.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matters of procedure; provided such regulations are uniformly imposed by City on all similar matters.

(c) Regulations governing construction standards and specifications which are of general application which establish standards for the construction and installation of structures and associated improvements such as and including, without limitation, the Uniform Code, the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Fire Code; provided that such construction standards and specifications (i) are applied on a City-wide basis and (ii) do not reduce the amount of land within the Property which can be utilized for structures and improvements or increase the amount of open space within the Property.

(d) Regulations which are not in conflict with the Development Plan or this Agreement.

(e) Regulations which are in conflict with the Development Plan or this Agreement if such regulations have been consented to in writing by an Owner or which the City determines are materially necessary to protect the public health, safety, and welfare.

(f) Federal, State, County, and multi-jurisdictional laws and regulations which City is required to enforce as against the Property or the development of the Property.

(g) Subsequent Land Use Regulations applicable to local or regional development impact fees.

In furtherance of the foregoing, the parties acknowledge that other public agencies not subject to control by City may possess authority to regulate aspects of the development of the Property, and this Agreement does not limit the authority of such other public agencies.

12.2. Subsequent Actions and Approvals. In accordance with Government Code Section 65866, this Agreement shall not prevent City in subsequent actions applicable to the Property from applying new rules, regulations and policies which do not conflict with the Existing Land Use Regulations or any rules, regulations and policies otherwise set forth in the Development Plan or this Agreement, nor shall this Agreement prevent City from denying or conditionally approving any subsequent development project application on the basis of the Existing Land Use Regulations.

12.3. State and Federal Laws. In the event that state or federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

13. Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by mutual consent of the parties in the manner provided for in Government Code Section 65868.

14. Enforcement. Unless amended or canceled as provided in Section 13, or modified or suspended pursuant to Government Code Section 65869, this Agreement is enforceable by any party hereto notwithstanding any change in any applicable general or

specific plan, zoning, subdivision or building regulation or other applicable law or regulation adopted by City (or by the voters of City unless found by a court of competent and final jurisdiction to prevail over this Agreement) which alters or amends the Development Plan or the timing of any development.

15. Annual Review of Compliance With Agreement.

15.1. Annual Review. City and Owners shall review this Agreement at least once every twelve (12) months from the date this Agreement is executed in accordance with Section 17.82.080 of the Municipal Code. City shall notify Owners in writing of the date for review at least thirty (30) days prior thereto. However, City's failure to comply with this Section 15.1 shall not affect the validity of this Agreement. In addition, the City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at Owners' sole cost ("**Special Review**"). Owners shall cooperate with the City in the conduct of such Special Reviews.

15.2. Good Faith Compliance. During each annual review or Special Review, Owners shall be required to demonstrate good faith compliance with the terms of this Agreement. If the City Manager / Director of Community Development or City Council, as applicable, finds on the basis of substantial evidence that Owners have complied in good faith with the terms and conditions of this Agreement, the review shall be concluded. If the City Manager / Director of Community Development or City Council, as applicable, reasonably determines that one or more Owners have not complied in good faith with the terms and conditions of this Agreement, the City may modify or terminate this Agreement as provided in Section 16 after City's delivery of a written notice of default to the Owners, provided that Owners fail to cure the default specified by City within sixty (60) days, or to commence such cure and work diligently to complete that cure within a reasonable time period.

16. Events Of Default.

16.1. Default by Owners. If City determines on the basis of substantial evidence that an Owner has not complied in good faith with the terms and conditions of this Agreement, City shall, by written notice to such Owner, specify the manner in which such Owner has failed to so comply and state the steps such Owner must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from City specifying the manner in which such Owner has failed to so comply, such Owner does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion within a reasonable time period thereafter, then such Owner shall be deemed to be in default under the terms of this Agreement and City may terminate this Agreement or seek specific performance as set forth in Section 16.3.

16.2 Default by City. If an Owner determines on the basis of substantial evidence that City has not complied in good faith with the terms and conditions of this Agreement, such Owner shall, by written notice to City, specify the manner in which City has failed to so comply and state the steps City must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from such Owner specifying the manner in which City has failed to so comply, City does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion within a reasonable time period thereafter, then City shall be deemed to be in default under the terms of this Agreement and such Owner may terminate such provisions of this Agreement as it is bound by, or if the applicable Owner is the Developer, this entire Agreement, or seek specific performance as set forth in Section 16.3.

16.3 Specific Performance Remedy. Due to the size, nature and scope of the Project, and due to the fact that it is not, and will not, be practical or possible to restore the Property to its natural condition once implementation of this Agreement has begun, the parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to all parties hereto. This subsection shall not limit any other rights, remedies, or causes of action that any party may have at law or equity.

17. Institution of Legal Action. In addition to any other rights or remedies, a party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any default, or to obtain any other remedies consistent with the purposes of this Agreement. Any such legal action shall be brought in the Superior Court for Los Angeles County, California.

18. Waivers and Delays.

18.1. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by another party, and failure by a party to exercise its rights upon a default by another party hereto, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future.

18.2. Third Parties. Nonperformance shall not be excused because of a failure of a third person except as provided in Section 18.3 below.

18.3. Force Majeure. No party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, other labor difficulties, government regulations, court actions, or other causes beyond the party's control.

19. Notices. All notices, including, without limitation, all approvals and consents, required or permitted under this Agreement shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to Owners and/or City at its address shown below, or to any other notice address designated in writing by such party. Any notice so delivered by messenger shall be deemed delivered upon actual delivery. Any notice so delivered by US mail shall be deemed delivered three (3) days after deposit in the US Mail.

TO CITY:
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Attn: City Manager

AND TO:
Aleshire & Wynder, LLP.
2361 Rosecrans Ave., Suite 475

El Segundo, CA 90245
Attn: William Wynder

TO DEVELOPER: VH Property Corp.
dba Trump National Golf Club Los Angeles
One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VH Property Corp.
dba Trump National Golf Club Los Angeles
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Officer

TO VHPS: VHPS, LLC
c/o One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VHPS, LLC
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Officer

TO ASSOCIATION: The Estates at Trump National Golf Course Association
c/o One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

Any party may change the address stated herein by giving notice, in writing, to the other parties and thereafter notices shall be addressed and submitted to the new address.

20. Attorneys' Fees. If legal action is brought by a party against any other for breach of this Agreement, or to compel performance under this Agreement, the prevailing party shall be entitled to recover from the other party or parties all reasonable costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other final determination), together with all reasonable costs of enforcement and/or collection of any judgment. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigation of such action, including the conducting of discovery.

21. Transfers and Assignments.

21.1. Right to Assign. Except as specifically provided in Sections 21.2 and 21.3, no party shall Transfer (as hereinafter defined) its interests, rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, City shall have the right to sell, assign or transfer its interest in any real property dedicated or transferred to City pursuant to the terms of this Agreement to another public agency. A

"**Transfer**" means any hypothecation, sale, conveyance, lease, assignment or other transfer of the Developer’s rights under this Agreement or of the Property together with any rights or obligations under this Agreement; which shall include the transfer to any person or entity of more than twenty percent (20%) of the present equity ownership and/or more than twenty percent (20%) of the voting control of an Owner or any managing member of an Owner in the aggregate, taking all transfers into account on a cumulative basis, except Transfers of such ownership or control interest between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family, or transfers between or among affiliates. A "Transfer" shall not include the following:

(a) Any Transfer to a Mortgage holder and any resulting foreclosure (or deed or assignment in lieu of foreclosure) therefrom.

(b) The granting of easements or dedications to any appropriate governmental or quasi-governmental agency or utility or permits to facilitate the development of the Property.

(c) A Transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation or other entity are assigned directly or by operation of law to a person or entity which acquires the control of the voting capital stock of such corporation or other entity or all or substantially all of the assets of such corporation or other entity.

(d) A Transfer between or among affiliates or wholly-owned subsidiaries of the applicable Owner.

(e) A Transfer of common areas to a property owner's association.

(f) The execution of any leases or subleases within the Project for occupancy purposes.

(g) The sale of individual residential units within the residential portion of the Project.

21.2 Right to Assign or Transfer Property. Owners shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall be permitted to cause a violation of the Subdivision Map Act, Government Code Section 66410, *et seq.*) to any person, partnership, joint venture, firm, corporation or other entity at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include an assignment and an unconditional assumption of the rights, duties and obligations arising under or from this Agreement and shall be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Thirty (30) days prior to any such sale, transfer or assignment, the applicable Owner shall notify City, in writing, of such sale, transfer or assignment and of whether the transferee or assignee has assumed any of such Owner's obligations hereunder, and such Owner shall provide City with a copy of the form of such assignment agreement ("**Assignment**").

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by such Owner under this Agreement.

21.3. Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, the transferring Owner shall continue to be obligated under this Agreement unless such Owner is given a release or a partial release in writing by City, which release or partial release shall be provided by City following its satisfaction with such Owner's compliance with the following conditions:

(a) Such transferring Owner no longer has any legal or equitable interest in any part of the Property for which the release is requested.

(b) Such Owner is not then in default under this Agreement.

(c) Such Owner has provided City with an executed copy of the Assignment.

(d) Such assignee or transferee has assumed such duties and obligations as to which the transferring Owner is requesting to be released in a manner approved by City, and such Owner has provided City with written evidence, in a form and substance satisfactory to City, demonstrating the experience, capability, competence, and financial ability of the proposed transferee or assignee to carry out such obligations for which such Owner is requesting a release.

(e) Such Owner has caused the applicable assignee or transferee to provide City with adequate security for performance of the obligations of such Owner under this Agreement.

21.4. Termination of Agreement with Respect to Individual Parcels Upon Sale to Public. Notwithstanding any provisions of this Agreement to the contrary, the burdens of this Agreement shall terminate as to any lot or parcel which has been finally subdivided and individually leased or sold for residential purposes to the purchaser or user thereof and thereupon and without the execution or recordation of any further document or instrument such lot or parcel shall be released from and no longer be subject to or burdened by the provisions of this Agreement; provided, however, that the benefits of this Agreement shall continue to run as to any such lot until a building is constructed on such lot (and a certificate of occupancy is issued therefor) or until the termination of this Agreement, if earlier. Nothing herein shall be construed as exempting any such lot from the provisions of the Development Plan or other applicable rules and regulations.

22. Cooperation in the Event of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or any of the Claims described in Section 9, above, the parties hereby agree to cooperate in defending such action. Provided that each of

the Owners have been permitted to select the legal counsel to represent such Owners and City in connection with such action, subject to approval by City, which shall not be unreasonably withheld, (i) Owners shall reimburse City for its costs and legal expenses incurred after the date of this Agreement in any such action, including, without limitation, its City Attorneys' fees and costs or other legal counsel in reviewing and supervising such action, and (ii) if in any such action there is an order, ruling, or judgment which includes a requirement that the City pay damages or reimburse any party for legal fees or costs incurred in connection with that action, each Owner hereby agrees that it will pay said damages, fees and costs. Notwithstanding the foregoing, it is expressly agreed that the City shall have the right to utilize the City Attorney’s office or use other legal counsel of its choosing. Owners' obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Owners in the defense of any matter in which any Owner is defending and/or holding the City harmless. If City or any of the Owners determine that the legal counsel selected would have a conflict of interest in representing such Owner and City, then City may engage its own legal counsel to represent City in connection with such action, which shall be fully reimbursed by such Owner, provided that City defends the action in good faith. Additionally, in such event, the applicable Owner shall not be required to pay any amounts pursuant to any settlement entered into by City without such Owner's consent unless the settlement (i) does not admit fault of the Owners, (ii) contains a release of the Owners, and (iii) does not require the payment of funds by Owners under the indemnity or otherwise. In the event of any litigation challenging the effectiveness of the Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending.

23. Protect as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that no party is acting as the agent of the other in any respect thereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Owners is that of a government entity regulating the development of private property by the owner of such property.

24. Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

25. Authority to Execute. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement applicable to that Party, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

26. Recordation. This Agreement and any amendment or cancellation hereto shall be recorded in the Official Records.

27. Protection of Mortgage Holders. Nothing contained herein shall limit or interfere with, and no breach hereof shall diminish or impair, the lien of any mortgage holder having a mortgage made in good faith and for value on any portion of the Property. "**Mortgage holder**" includes the beneficiary under a deed of trust, and "**mortgage**" includes

any deed of trust. Notwithstanding anything to the contrary contained herein, no mortgage holder shall have any obligation or duty under this Agreement to perform any of Owner's obligations hereunder, except that: (i) to the extent that any obligation to be performed by any Owner is a condition to the performance of an obligation by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder, and (ii) such lender shall be responsible for performing any continuing obligation of the applicable Owner (such as payment of money, dedication obligations, and/or performance of maintenance), which accrues while such lender holds title to the Property or portion thereof. City shall have no greater remedy against any such lender than it would have had against the applicable Owner had the applicable Owner continued to hold title to the Property or portion thereof. If a Mortgage holder requests that City give such Mortgage holder a copy of all notices given to Owners hereunder, then City shall deliver to such Mortgage holder, concurrently with delivery to such Owner, any notice given to such Owner pursuant to this Agreement. Each Mortgage holder shall have the right (but not the obligation) for a period of ninety (90) days after receipt of such notice from City, to cure or remedy, or to commence to cure or remedy, the matter set forth in the notice (if such matter relates to a default by the applicable Owner). If such matter is of a nature which can only be remedied or cured by such Mortgage holder upon obtaining possession, such Mortgage holder shall seek to obtain possession with diligence through foreclosure, a receiver or otherwise, and shall thereafter remedy or cure the matter within thirty (30) days after obtaining possession. If any such matter cannot be remedied or cured within such thirty (30) day period, then such Mortgage holder shall have such additional time as may be reasonably necessary (as mutually agreed by such Mortgage holder and City) to remedy or cure such matter, provided such Mortgage holder is diligently pursuing such cure to completion.

28. Severability of Terms. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to enforce.

29. Subsequent Amendment to Authorizing Statute. This Agreement has been entered into in reliance upon the provisions of the statute governing development agreements (Government Code Section 65864 - 65869.5 inclusive) in effect as of the Effective Date. Accordingly, subject to Section 12.3 above, to the extent a subsequent amendment to the Government Code would affect the provisions of this Agreement, such amendment shall not be applicable to this Agreement unless necessary for this Agreement to be enforceable or unless this Agreement is modified pursuant to the provisions set forth in this Agreement and Government Code Section 65868.

30. Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if all parties prepared this Agreement.

31. Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

32. Incorporation of Recitals and Exhibits. The Recitals and attached Exhibits A through K are hereby incorporated into this Agreement by this reference as though fully set forth in full.

33. Rules of Construction and Miscellaneous Terms.

33.1. Gender. The singular includes the plural; the masculine gender includes the feminine; "shall" is mandatory, "may" is permissive.

33.2. Time of Essence. Time is of the essence regarding each provision of this Agreement in which time is an element.

33.3. Cooperation. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

34. Estoppel. Either City or any Owner (the "**sending party**") may, at any time, and from time to time, deliver written notice to the other party (the "**receiving party**") requesting that the receiving party certify in writing that: (a) this Agreement is in full force and effect and a binding obligation of the receiving party; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) the sending party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. The receiving party shall execute and return such certificate within thirty (30) days following the receipt thereof. City acknowledges that a certificate hereunder may be relied upon by transferees and any Mortgage holder.

35. Association's Acknowledgment. By its signature below, the Association hereby acknowledges and agrees that its use and enjoyment of the Association Property is subject to certain terms and conditions contained herein and the Association will ensure that the Owners are given any necessary access and rights to the Association Property that may be necessary for the Owners to perform the obligations imposed on Owners that are contained herein.

36. Recitals. The recitals above are hereby incorporated herein and made a part of this Agreement.

37. Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

DEVELOPER:

VH PROPERTY CORP.,
a Delaware corporation

By:__________________________________
Name:
Title:

By:__________________________________
Name:
Title:

VHPS:

VHPS, LLC,
a Delaware limited liability company

By:__________________________________
Name:
Title:

By:__________________________________
Name:
Title:

ACKNOWLEDGED AND AGREED TO BY:

ASSOCIATION:

THE ESTATES AT TRUMP NATIONAL GOLF
CLUB ASSOCIATION, a California non-profit
mutual benefit public corporation

By:__________________________________
Name:
Title:

By:__________________________________
Name:
Title:

CITY:

CITY OF RANCHO PALOS VERDES,
a municipal corporation

Susan M. Brooks, Mayor

ATTEST:

Emily Colborn, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

William W. Wynder, City Attorney

NOTARY ACKNOWLEDGMENT PAGES

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On __________, 2018 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On __________, 2018 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____________________________________

EXHIBIT A-1

Description / Depiction of the Property

Order No. 264001 - D

EXHIBIT A

Parcel 1:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, Alloted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A.C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East; thence South 28° 27' 25" West 637.88 feet, thence South 56° 48' 36" West 494.64 feet to the true point of beginning of the Parcel being hereby described; thence North 38° 28' 00" West 1054.66 feet; thence South 53° 58' 21" West 408.04 feet; thence South 14° 55' 53" West 155.24 feet; thence South 62° 14' 52" West to the ordinary high tide line of the Pacific Ocean; thence following said ordinary high tide line in a general Southeasterly direction to the intersection with a line described as: Beginning at the said true point of beginning; thence South 56° 48' 36" West 300.00 feet to point "A" hereinafter referred to; thence South 45° 20' 20" West, to the said ordinary high tide line; thence continuing along the boundary lines of the parcel being hereby described, North 45° 20' 20" East to said Point "A"; thence North 56° 48' 36" East 300.00 feet to the true point of beginning.

Except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcel 102, as shown on said L.A.C.A. Map No. 51.

Parcel 2:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, alloted to Jotham Bixby by Decree of partition in the Action "Bixby et al., vs. Bent et al., "Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said map; thence South 80° 56' 50" East along said center line 684.82 feet to the true point of beginning of the parcel being hereby described; thence South 80° 56' 56" East along said center line 268.28 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East, said point being designated as point "B" for the purpose of this description; thence continuing Southeasterly along said curve 381.55 feet; thence South 20° 02' 10" East 113.33 feet; thence South 43° 16' 43" West to the ordinary high tide line of the Pacific Ocean; thence in a general Northwesterly direction along said high tide line to the intersection with a line described as beginning at the above described point "B"; thence South 28° 27' 25" West 637.88 feet; thence South 56° 48' 36" West 794.64 feet to a point "A" hereinafter referred to; thence South 45° 20' 48" West to the ordinary high tide line of the Pacific Ocean; thence continuing along the boundary line of the Parcel being hereby described, North 45° 20′ 20" East to the hereinbefore described point "A"; thence North 56° 48′ 36" East 300.00 feet thence North 38° 28′ 00" West 351.49 feet; thence North 56° 48′ 36" East 438.55 feet; thence North 28° 27′ 25" East 290.84 feet; thence North 9° 03′ 10" East 150.00 feet to said true point of beginning.

Except therefrom that portion within the boundary lines of Palos Verdes Drive South, as shown on map CSB-1082-3 on file in the office of the County engineer of said County, and as described in deed to the County of Los Angeles, recorded on December 23, 1952 as Instrument No. 3469 in Book 40587 Page 284, Official Records of said County.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 3:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent at al., "Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51. recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03′ 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said Map; thence South 80° 56′ 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 531.55 feet; thence South 20° 02′ 10" East 113.33 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 1200 feet, the beginning of said last mentioned curve being the true point of beginning of the Parcel being hereby described; thence Southeasterly along said curve 1051.00 feet thence South 70° 15′ 35" East 461.13 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 2000.00 feet; thence Southeasterly along said curve 1175.00 feet; thence non-tangent to said curve South 48° 21′ 42" West 719.45 feet; thence South 80.00 feet; thence South 23° 00′ 00" West to the ordinary high tide line of the Pacific Ocean; thence in a general Westerly and Northwesterly direction along said high tide line to the intersection with a line bearing South 43° 16′ 43" West from the true point of beginning; thence North 43° 16′ 43" East to the true point of beginning.

Except therefrom that portion of said land included within the land as described in a Parcel A in the final order of condemnation entered on Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded January 4, 1968 as Instrument No. 2021, Official Records of said County, said Parcel A was amended by a order nunc pro tunc entered in said Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded june 27, 1968 as Instrument No. 3089.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

97 1929840

Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, a such lines existed at the time of the issuance of the patent, which was not formed

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Order No. 264001 - D

by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 100, 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 4:

A Strip of land 12.00 feet wide, measured at right angles, in Lot 102 of L.A.C.A. No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, extending from the Southwesterly line of Palos Verdes Drive South, as shown on said map, in a Southerly direction to the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52202 Page 21 Official Records of said County, bounded on the West by the Easterly boundary of Tract No. 16540, as per map recorded in Book 625 Pages 76 and 77 of Maps, records of said County and bounded on the East by a line that is parallel with said Easterly boundary and 12.00 feet, measured at right angles, Easterly therefrom.

Assessors Parcel No: 7564-021-006,004,003

97 1929840

That portion of Lot 102 of L.A.C.A. Map No. 51, in the City of Rancho Palos Verdes, in the County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, Described as follows:

Beginning at the intersection of a line that is parallel with and 12.00 feet, measured at right angles, Easterly of the Easterly boundary of Tract No. 16540, as per map recorded in Book 625, Pages 76 and 77 of Maps, records of said County, with the Southwesterly line of Palos Verdes Drive South, 132 feet wide, as shown on said map; thence along said parallel line, South 15° 32' 46" West 122.01 feet and South 15° 20' 00" West 105.52 feet to the intersection thereof with the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52201 Page 21 of Official Records of said County; thence South 38° 28' 00" East along said Northeasterly boundary, a distance of 688.30 feet to the most Westerly corner of the land described as Parcel 2 in a deed recorded as Document No. 1826 on July 18, 1956, in Book 51769 Page 241 of said Official Records; thence along the Northwesterly boundary of said Parcel 2, North 56° 48' 36" East 438.55 feet, North 28° 27' 25" East 290.84 feet and North 9° 03' 10" East 100.00 feet to the Southwesterly line of Palos Verdes Drive South, 100 feet wide, as described in a deed to said County of Los Angeles, Recorded as Document No. 3469 on December 23, 1952, in Book 40587, Page 284 of said Official Records; thence Northwesterly along said Southwesterly line North 80° 56' 50" West 684.82 feet and North 9° 03' 10" East 10.00 feet to the Southwesterly line of Palos Verdes Drive South, 132 feet wide as shown on map of said Tract No. 16540; thence Northwesterly along said last mentioned line, being a curve concave Northeasterly and having a radius of 2040 feet, an arc distance of 219.19 feet to the point of beginning.

Assessors Parcel No: 7564-021-005

Order No. 264003 - E

Parcel 1:

That portion of Lot H of the Rancho Los Palos Verdes, in the City of Palos Verdes , County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of Partition in the action "Bixby et al. vs. Bent et al" Case No. 2373 in the District Court of the 17th Judicial District of said State, in and for said County and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, and together with all of Tract 30583, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 813 Pages 32 to 34 inclusive of Maps, in the office of the County Recorder of said County, Described as a whole as follows:

Beginning at the intersection of the ordinary high tide line of the Pacific Ocean with the Southeasterly line of Lot 99 of L.A.C.A. No. 51 or the Southwesterly prolongation of said Southeasterly line, as said Lot is shown on map recorded in Book 1 Page 1 Assessors Maps, in said recorders office; thence along said prolongation and or Southeasterly line North 46° 00' 00" East to an angle point in the Easterly boundary of said Parcel 99; thence along said Easterly boundary North 15° 00' 00" East to the Southwesterly line of the land described in the deed to Pacific Telephone and Telegraph Co., a corporation, recorded April 2, 1958 as Instrument No. 591, in Book D68 Page 550, Official Records of said County; thence along the boundary of the land described in said deed; as follows:

North 54° 18' 50" West 105.93 feet and North 35° 41' 10" East 100 feet to most Westerly corner of the land described in deed to the Pacific Telephone and Telegraph Company, a corporation, recorded April 2, 1958 as Instrument No. 518 in Book D60 Page 546, of Official Records of said County; thence along the Northwesterly boundary of the land described in the last mentioned deed North 35° 41' 10" East to the Northerly boundary of Lot 98 of said L.A.C.A. Map No. 51 thence in a general Westerly direction along the Northerly boundaries of lots 98, 99, 100, 101 and 102 as shown on said L.A.C.A. Map No. 51 to the beginning of a non-tangent curve concave Southwesterly and having a radius of 500 feet; thence Southeasterly along said curve to the centerline of Paseo Del Mar, as described in Parcel 2-1 part A in the deed to the City of Rancho Palos Verdes recorded October 10, 1975 as Instrument No. 5051, in Book D6830 Page 354, Official Records of said County; thence along said centerline as follows:

South 9° 25' 15" West 81.63 feet; Southeasterly along a tangent curve concave Northeasterly and having a radius of 650 feet an arc distance of 904.04 feet South 70° 16' 05" East 906.84 feet and Southeasterly along a tangent curve concave Southwesterly and having a radius of 2000 feet an arc distance 1175 feet to the Northerly boundary of said Tract No. 30583; thence along the Northerly boundary of said Tract 30583 and along the boundary lines of the land as described in Parcel 1 the deed to Adams Land Co., et al., recorded July 18, 1956 as Instrument No. 1826, in Book 51769 Page 241, Official Records of said County as follows:

South 48° 21' 42" West 719.45 feet, South 80 feet and South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence Easterly and Southeasterly along said ordinary high tide line to the point of beginning.

Except therefrom that portions of said land included within the Lot 1, of Tract No. 31530, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 852, Pages 73 and 74 of Maps, in said recorders office.

Parcel 2:

Those portion of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors Map, in the office of the County Recorder of said County, Described as follows:

97 1929840

Order No. 264003 - E

Beginning at a point in the Northerly boundary of said 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the most Westerly corner of the herein described Parcel; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence North 35° 41' 10" East 577.91 feet to the point of beginning.

Parcel 3:

Those portions of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors maps, in the office of the County Recorder of said County, Described as follows:

Commencing at the point in the Northerly boundary of said Lot 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the true point of beginning of this description; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence South 35° 41' 10" West 280.80 feet; thence North 54° 18' 50" West 300.00 feet; thence North 35° 41' 10" East 100.00 feet to the true point of beginning.

Assessors Parcel No: 7564-019-003,001,004,Ptn 002
7564-020-101,102,103,104,105

Leasehold interest in:

That portion of Lot 100 of Los Angeles, County Assessor's Map No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the Recorder of the County of Los Angeles, State of California, described as follows:

Beginning at the Northwesterly terminus of that certain curve in the proposed centerline of Paseo Del Mar 100 feet wide shown on Los Angeles County Surveyor's Map No. B1156 revised January, 1965, as having a radius of 2000.00 feet and a length of 1801.62 feet; thence Southeasterly along said curve a distance of 1175.00 feet, through a central angle of 33° 39' 41" to the Easterly line of the land described in the deed recorded in Book D 3522, Pages 577 to 580 inclusive of Maps in the Office of the County Recorder of said County; thence along said Easterly line South 48° 21' 12" West 50.20 feet to a point on the sideline of said Paseo Del Mar a radial to which bears North 53° 31' 22" East being also the true point of beginning of this description; thence continuing along said Easterly line South 48° 21' 12" West 525.68 feet; thence North 41° 38' 48" West 661.96 feet, to a point on a non-tangent curve concave Northwesterly and having a radius of 392.00 feet, a radial to said point bears South 42° 51' 21" East; thence Northeasterly along said curve through a central angle of 18° 12' 42", a distance of 124.60 feet; thence tangent to said curve North 28° 55' 57" East 302.10 feet to the beginning of a tangent curve concave Southerly having a radius of 27.00 feet; thence Easterly and Southeasterly along said curve through a central angle of 91° 45' 29", a distance of 43.24 feet to a point on the Southwesterly sideline of said Paseo Del Mar; thence Southeasterly along the Southwesterly sideline of said Paseo Del Mar on a curve having a radius of 1950.00 feet, concave Southwesterly, through a central angle of 22° 49' 56", a distance of 777.07 feet to the true point of beginning.

Assessor's Parcel No: 7564-021-901 and 7564-021-902

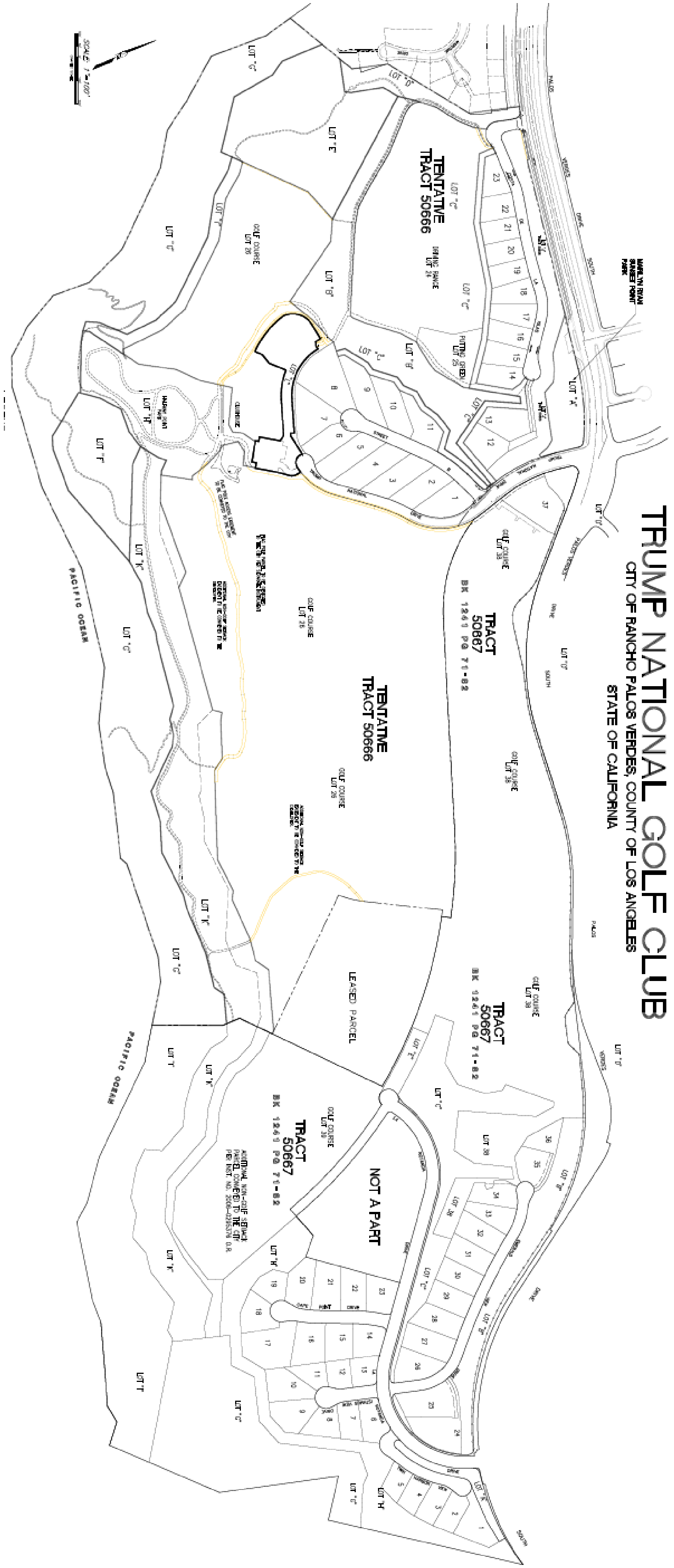

TRUMP NATIONAL GOLF CLUB
CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA
TENTATIVE TRACT 50666
TRACT 50667
BK 1241 PG 71-82
GOLF COURSE LOT 26
GOLF COURSE LOT 38
DRIVING RANGE LOT 24
PUTTING GREEN LOT 25
LEASED PARCEL
NOT A PART
PACIFIC OCEAN
MARILYN RYAN SUNSET POINT PARK
CLUBHOUSE
LOT "A"
LOT "B"
LOT "C"
LOT "D"
LOT "E"
LOT "F"
LOT "G"
LOT "H"
LOT "I"
LOT "J"
LOT "K"
LOT "L"
PALOS VERDES DRIVE SOUTH
TRUMP NATIONAL DRIVE
ADDITIONAL NON-GOLF SETBACK PARCEL CONVEYED TO THE CITY PER INST. NO. 2006-0295376 O.R.
SCALE: 1" = 500'

EXHIBIT A-2

Description / Depiction of the VHPS Property

[TO BE COMPLETED AND ATTACHED PRIOR TO CITY COUNCIL REVIEW]

EXHIBIT B

Depiction of Parcels Owned by the City

[TO BE COMPLETED AND ATTACHED PRIOR TO CITY COUNCIL REVIEW]

EXHIBIT C

Permits and Approvals Constituting the Development Plan

The Project is permitted based on permits and approvals as set forth below. These approvals only include those issued by the City of Rancho Palos Verdes and do not necessarily include other approvals from state or federal agencies which may have also been issued to the developer.

Resolution No. 97-92 (Addendum No. 6 to EIR No. 36)
Resolution No. 98-76 (Addendum No. 6 to EIR No. 36)
Resolution No. 99-10 (Addendum No. 7 to EIR No. 36)
Resolution No. 2000-38 (Supplemental to EIR No. 36)
Resolution No. 2000-58 (Revision "N" MND)
Resolution No. 2005-62 (Revision "W" MND)
Resolution No. 2012-03 (Addendum No. 2 to Revision "W" MND)
Resolution No. 2012-37 (Revision "QQ" MND)
Resolution No. 2013-28 (Addendum No. 2 to Revision "W" MND)
Resolution No. 2018-39 (Revision “FFF” to Conditional Use Permit No. 163)
Revision “M” (Amendment to Habitat Conservation Plan)
ZON2015-00040 (Grading Permit)
Resolution No. 2018-__ (Public Amenities Plan)
Resolution No. 2018-__ (Final Tract Map No. 50666)
Final Tract Map No. 50667

EXHIBIT D

Conditions of Approval

All conditions set forth under the California Coastal Commission Development Permit Amendment A-5-RPV-93-005-A21 (and any further amendments thereto)

All conditions of approval imposed on the Project by the City as set forth below.

A. GENERAL

1. Within 30 days of approval of Revision "FFF", the developers shall submit, in writing, a statement that they have read, understand, and agree to all of the conditions of approval contained in this exhibit.

2. Approval of this Revision "FFF" is conditioned upon the Applicant entering into an agreement with the City of Rancho Palos Verdes within 20 days of the date of this approval, subject to approval by the City Attorney, to indemnify and defend the City against all damages, claims, judgements, and litigation costs, including, without limitation, attorney's fees awarded to a prevailing party, arising from the approval of the project and all issues related thereto.

B. AFFORDABLE HOUSING

On-Site

1. In conjunction with Vesting Tentative Tract Map 50667, the developer shall provide a minimum of 4 dwelling units on-site as rental housing, which shall be affordable to very low to low income households. These units shall be provided on-site in conjunction with development of the golf course. Each unit shall contain at least 850ft² of living space and two bedrooms. A minimum of 2 enclosed parking spaces shall be provided for each unit. The units shall be available for rent prior to the opening of the 18-hole golf course. A covenant which guarantees that the affordable units shall not revert to market rate for a minimum period of 30 shall be recorded no later than the date of recordation of the final map.

   Project management, including tenant selection and income monitoring, shall be provided in a manner to be approved by the City. First priority for the units shall be given to very low to low income employees of the Ocean Trails project. Second priority shall be given to persons within very low to low income levels working within four miles of the City's coastal zone. Third priority shall be given to persons within very low to low income levels, regardless of the location of employment (if employed).

   a. The total number of on-site market-rate dwelling units shall be limited to one dwelling unit per buildable acre of land. However, as an incentive to the developer to provide affordable housing, the 4 affordable dwelling units to be provided on-site shall be allowed to exceed the one dwelling unit per buildable acre maximum. However, in no event shall more than 63 units (both market-rate and affordable) be constructed on the total project site, which includes Vesting Tentative Tract Map Nos. 50666 and 50667.

b. The on-site affordable housing units shall be located near the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, provided that mechanical methods including, but not limited to de-watering wells, are utilized to ensure a minimum factor of safety of 1.5 for the affordable housing units. Additionally, no portion of the affordable housing units shall be located in areas currently zoned Open Space Hazard (OH). If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, or if the location of the affordable housing complex is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP, OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**.

c. The size, height, design and placement of the affordable housing complex shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Ocean Trails Clubhouse" (site plan, floor plans and elevations), prepared by Klages Carter Vail and Partners, dated May 1, 1994 and dated as received by the City on August 5, 1994. However, the required parking shall be modified to include a minimum of eight (8) enclosed garage spaces, pursuant to Condition D.1 above. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE COMPLEX**, the final design of the affordable housing complex shall be submitted for review and approval by the Director of Community Development. The developer of the affordable housing complex shall be required to participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and construction plans for the affordable housing units are submitted.

d. The unenclosed guest parking spaces associated with the affordable housing complex shall be designed in such a manner as to blend with the single family residential appearance of the complex. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE COMPLEX**, the final design of the guest parking spaces shall be submitted for review and approval of the Director of Community Development.

Off-Site

2. In conjunction with Vesting Tentative Tract Map 50666, the developer shall provide a minimum of 2 dwelling units off-site as rental housing, which shall be affordable to very low to low income households. The off-site units shall be located in the City, either within the City's coastal zone or within three miles thereof, and shall not already be designated for or used by persons or families of very low to moderate income levels. The units shall contain at least 850ft² of habitable space and two bedrooms. The units shall be available for rent within 30 days after the issuance of the Department of Real Estate's "White Report" for Tract No. 50666 and prior to the sale of any residential lot within Tract No. 50666. The developer shall notify the City within 5 business days after the Department of Real Estate issues the "White Report". The units shall remain affordable to very low to low income households for a period of at least thirty years after initial occupancy at the affordable rate.

   Project management, including tenant selection and income monitoring, shall be provided in a manner to be approved by the City. First priority for the units shall be given to very low to low income employees of the Ocean Trails project. Second priority shall be given to persons within very low to low levels working within four miles of the City's coastal zone. Third priority shall be given to persons within very low to low income levels, regardless of the location of employment (if employed}.

C. ARCHAEOLOGY AND PALEONTOLOGY

1. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project archaeologist shall submit a protocol to the City for monitoring and for the discovery of archaeological resources. A qualified archaeologist shall make frequent inspections during the rough grading operation to further evaluate cultural resources on the site. If archaeological resources are found, all work in the affected area shall be stopped and the resources shall be removed or preserved. All "finds" shall be reported to the Director of Community Development immediately. All archaeological finds shall be first offered to the City for preservation. At the completion of grading, the project archaeologist shall submit a report detailing finds, if any.

2. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project paleontologist shall submit a protocol to the City for monitoring and for the discovery of paleontological resources, A qualified paleontologist shall be present during all rough grading operations to further evaluate pre-historic resources on the site. If paleontological resources are found, all work in the affected areas shall be temporarily suspended and the resources shall be removed and preserved. All "finds" shall be immediately reported to the Director of Environmental Resources. All paleontological finds shall be first offered to the City for preservation. At the completion of grading, the project paleontologist shall submit a report detailing findings, if any.

D. BIOLOGY

1. **PRIOR TO ISSUANCE OF GRADING PERMITS, OR PRIOR THE RECORDATION OF THE FINAL MAP**, whichever occurs first, the

developer shall submit a Habitat Conservation Plan (HCP) for review and comment by local wildlife and habitat preservation groups, and subject to approval by the Planning Commission.

(Resolution Nos. 2005-143: E1, 2016-08: N1)

2. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the project biological monitor shall submit a protocol to the City for the monitoring of biological resources in conformance with the Habitat Conservation Plan and Environmental Impact Report No. 36. A qualified biologist shall be present during all rough grading operations to verify and ensure compliance with mitigation measures contained in Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations, for preservation of biological resources, and conformance with the conditions and requirements of the Habitat Conservation Plan (HCP) as described in Condition D.1 above.

3. All construction activities (i.e. grading) will be minimized to the extent feasible within 300' of habitat occupied by the gnatcatcher and/or cactus wren during the breeding season.

4. Construction-related noise levels above 60 decibels A-weighted Leq hourly in or adjacent to suitable habitat for the gnatcatcher and/or cactus wren shall be avoided and minimized year-round to the maximum extent practicable, but particularly during the breeding season (February 15-August 15).

5. Gnatcatcher and cactus wren surveys will be conducted by a qualified biological monitor possessing a valid 10(a) permit (for the gnatcatcher) and will be subject to Service approval.

6. A minimum of two pre-construction surveys will be conducted in all suitable habitat within 300' of the project site. The first survey will be one week prior to construction activities and the last survey will occur no more than 3 days prior to beginning construction or grading for this project.

7. The Wildlife Agencies will be notified immediately of any gnatcatchers and/or cactus wrens detected during surveys. The Wildlife Agencies and the project proponent will coordinate on a strategy (e.g., noise monitoring plan, noise attenuation barriers, etc.) to avoid and minimize impacts to gnatcatchers and/or cactus wrens occurring within 300' of the project site.

8. A survey report will be provided to the Service upon completion of the final survey. The survey report will contain the date, time, and weather conditions, and all gnatcatcher, cactus wren and brown-headed cowbird *(Molothrus atery* detections will be plotted on a suitably-scaled topographic map of the survey area.

9. The biological monitor will be present during construction activities. The biological monitor will have authority to halt localized construction activities if a gnatcatcher or cactus wren nest is discovered within or adjacent to the

project area, and will contact the Wildlife Agencies immediately. If a nest is discovered, construction activities will be restricted within 300’ of the next until the nestlings fledge or unless other impact reduction measures, to the satisfaction of the Service, are implemented.

10. Dust resulting from construction in or adjacent to the project site shall be minimized using biologically sound techniques (e.g., earth watering).

E. BONDS

1. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, the developer shall post a bond, cash deposit, or other City-approved security to guarantee substantial vegetative cover and maintenance of all finish graded lots which have not been sold for development.

2. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to ensure the completion of all common area improvements including: rough grading, landscaping, irrigation, public trails, drainage facilities, and other site feature as per approved plans.

3. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to ensure the completion of all golf course, clubhouse and related improvements, including: rough grading, landscaping, irrigation, public trails, habitat restoration, drainage facilities, and other site features as per approved plans.

4. **PRIOR TO RECORDATION OF EACH FINAL MAP OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City approved security to cover costs for construction of a sanitary sewer system, in an amount to be determined by the Director of Public Works.

5. **PRIOR TO RECORDATION OF A FINAL MAP, COMMENCEMENT OF WORK ON THE WATER SYSTEM SERVING THE SITE**, or issuance of grading permits, the developer must submit a labor and materials bond in addition to either:

   a. An agreement and faithful performance bond in the amount estimated by the Director of Public Works and guaranteeing the installation of the water system; or

   b. An agreement and other evidence satisfactory to the Director of Public Works indicating that the developer has entered into a contract with the servicing water utility to construct the water system, as required, and has deposited with such water utility a security guaranteeing payment for the installation of the water system.

6. A maintenance bond in an amount satisfactory to the City shall be provided to ensure that the drainage improvements shall be maintained to City's reasonable satisfaction until such time as the 18 hole golf course opens to the public and becomes fully operational and is able to undertake said maintenance.

7. **PRIOR TO RECORDATION OF THE FINAL MAP OR COMMENCEMENT OF WORK ON THE STREET SYSTEM FOR THE SITE, WHICHEVER OCCURS FIRST**, the developer shall post a bond, cash deposit, or other City-approved security to cover costs for the full improvements of all proposed on-site and off-site streets and related improvements, in an amount to be determined by the Director of Public Works. The bonding for said improvements may be posted in conjunction with the phasing plan as per Resolution No. 2005-62, Mitigation Measure B.1.

8. The developer shall be responsible for repairs to any public streets which may be damaged during development of the tract. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the developer shall post a bond, cash deposit or City-approved security, in an amount sufficient to cover the costs to repair any damage to streets and appurtenant structures as a result of this development.

9. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FIRST RESIDENCE WITHIN TRACT NO. 50666 OR TRACT NO. 50667, WHICHEVER OCCURS FIRST**, the developer shall post a security, bond, or cash deposit acceptable to the City in an amount to be determined by the Director of Public Works to cover the project's fair share of the cost of signalizing the intersection of Palos Verdes Drive South and Forestall Drive at Paseo Del Mar, and the intersection of Palos Verdes Drive South and La Rotonda Drive.

10. The developer shall be responsible for the construction of all public trails specified in Conditions K.4 through K.19 and shall provide a bond, or other money surety for the construction of such public trails in an amount to be determined by the Director of Public Works. Construction of said trails shall coincide with the rough grading activity within each workable phase and shall be completed upon acceptance of all street improvements by the City. Dedication of the public trails shall occur at the time the Final Map is recorded.

11. **PRIOR TO RECORDATION OF THE FINAL MAP**, a bond, cash deposit, or combination thereof, shall be posted to cover costs to establish survey monumentation, in an amount to be determined by the Director of Public Works.

12. The owners of the golf course parcels, and any successors in interest, shall maintain to the City's reasonable satisfaction all public parks, trails and open space areas (Lots A, B, C, D, E, G, H, and J). **PRIOR TO RECORDATION OF EITHER FINAL MAP NO. 50666 OR NO. 50667**, subject to review and

approval by the City Attorney and the Director of Community Development, a Declaration of Restrictions to this effect shall be recorded against the golf course parcels of the tract. In addition, a maintenance bond in an amount satisfactory to the City shall be provided to ensure that the owners of the golf course parcels, and any successors in interest, maintain said items shall be maintained to City's reasonable satisfaction until such time as the 18 hole golf course opens to the public and becomes fully operational and is able to undertake said maintenance.

13. **PRIOR TO RECORDATION OF THE FINAL MAP OR ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST**, a bond, cash deposit, or combination thereof, shall be posted to cover costs for any geologic hazard abatement and grading in an amount to be determined by the Director of Public Works

F. CLUBHOUSE

1. The golf clubhouse shall be located west of the terminus of Street "A" (Paseo Del Mar extension), in the area generally described as east of Forrestal Canyon, south of the single family Lot Nos. 6, 7, and 8 located on Street "B", and north of Half Way Point Park, as shown on "Site Plan for Conditional Use Permit Amended Map No. 2," dated June 19, 1996, prepared by ESCO Engineering Service Corporation, and dated as received by the City on August 2, 1996. No portion of the golf course clubhouse shall be located in areas currently zoned Open Space Hazard (OH).

   A minimum factor of safety of 1.5 shall be demonstrated for the clubhouse structure. If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, including but not limited to de-watering wells, or if the clubhouse location is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP**.

2. The size, height, design and placement of the clubhouse shall substantially conform to the plans reviewed by the City Council, which are entitled "Proposed Club House Expansion and Remodel", prepared by Envirotechno, dated June 11, 2003 and dated as received by the City on October 30, 2003. The maximum size of the Clubhouse shall be 41,281ft^2. Any increases to the size of the structure shall require approval of an amendment to this Conditional Use Permit by the City Council. Further, the Basement Space can only be utilized provided that the developer obtains all necessary approvals and permits from the Building Department and Fire Department.

3. The public rest rooms on the lower level of the clubhouse shall be increased in size to include a minimum of 4 water closets in the women's facility and 1 water closet and 2 urinals in the men's facility. The design, orientation and signage of this facility shall clearly encourage use by the public visiting the adjacent park and access trails. The final design of the public rest rooms shall be subject to the review and approval of the Director of Community

Development.

4. The height of the clubhouse shall not exceed 30’ in height, as measured from the highest point of finished grade to the main ridgeline and 38’ in height, as measured from the grade adjacent to the lowest foundation of the structure to the main ridge line. However, the stairway tower and two chimneys may exceed the 30’ height limit, but shall not exceed a maximum height of 38’, as measured from the highest point of finished grade to the top of the roof feature and 46’, as measured from the grade adjacent to the lowest foundation of the structure to the top of the roof feature, in order to provide articulation and visual interest to the building.

G. COMPLETION PER APPROVED PLANS

1. The developer shall designate appropriate workable phases (portions of the development to include adjoining areas of grading, construction of the clubhouse and associated improvements, streets of access, finish grading phases, supporting off-site improvements and on-site drainage and utility improvements) that shall be subject to approval by the Director of Community Development and the Director of Public Works, **PRIOR TO THE ISSUANCE OF GRADING PERMIT**.

2. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, a construction plan shall be submitted to the Director of Community Development for review and approval. Said plan shall include, but not be limited to a phasing plan, limits of grading, estimated length of time for rough grading and construction of improvements, location of construction trailers, construction signs and equipment storage areas and the location and type of temporary utilities.

3. Any workable phase not under construction which has been scarified through grading operations shall be irrigated and landscaped within 90 days of grading. Temporary irrigation lines may be approved by the Director of Community Development.

4. No building permits shall be issued prior to finish grading within the approved workable phase of the site in which each lot is located and until the Director of Community Development has determined that all drainage facilities and common area and off-site improvements in the workable phase of the site and necessary for development of the phase in the approved construction plan in which the lots or structures are located are completed, to the extent that the lots or structures are accessible and able to support development.

5. All lots within each approved workable phase of the tract shall be graded concurrently.

6. The developer shall participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and construction plans for the clubhouse, golf course, and related facilities are submitted to the City.

7. **PRIOR TO THE ISSUANCE OF GRADING PERMITS AND/OR BUILDING PERMITS**, a program to control and prevent dust and windblown earth problems shall be submitted to the Director of Community Development for review and approval. Methods may include, but shall not be limited to, onsite watering and vegetative planting. As part of the control plan, if feasible, the water used to control fugitive dust shall not be taken from primary potable water sources. Instead, the developer shall explore other options such as using reclaimed "grey water" or other non-potable water to control dust on the site during construction, subject to the review and approval of the Director of Community Development and the Los Angeles County Health Department.

8. The hours of operation for grading and construction activities shall be limited from Monday to Friday, 7am to 6pm and Saturday, 9am to 5pm. No grading or construction activities shall be conducted on Sunday or legal holidays specified in Section 17.96.920 of the Rancho Palos Verdes Development Code. Trucks and other construction vehicles shall not park, queue and/or idle at the project site or in the adjoining public rights-of-way before 7:00 AM, Monday through Saturday, in accordance with the permitted hours of construction stated above.

9. Flagmen shall be used during all construction activities, as required by the Director of Public Works.

10. The use of a rock crusher on the site is prohibited.

11. Noncompliance with the above construction and/or grading restrictions shall be grounds for the City to stop work immediately on the property.

H. DESIGN OF THE GOLF COURSE AND DRIVING RANGE

1. The design and layout of the 18 hole golf course shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Site Plan for Conditional Use Permit Amended Map No. 2," dated June 19, 1996, prepared by ESCO Engineering Service Corporation, and dated as received by the City on August 2, 1996. **PRIOR TO COMMENCEMENT OF THE CONSTRUCTION OF THE GOLF COURSE**, the final design of the golf course shall be submitted for review by the Director of Community Development and subsequently submitted for review and approval by the City Council for compliance with the plan referenced in this condition. The final design of the golf course shall identify the layout of the golf course holes and other improvements, including drainage structures, utility easements, golf cart paths, public trails and beach access. Wherever possible, the final design of the golf course shall minimize any conflict between the use of the golf holes and the public trails.

2. Any changes in the project which results in significant changes in the development characteristics of the approved conceptual plan per Condition H.1 above, shall require that an application for a revision to the Conditional

Use Permit be filed. The scope of the review shall be limited to the request for modification of any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the development, the Director of Community Development shall report to the City Council a determination of significance.

3. **PRIOR TO RECORDATION OF THE FINAL MAP**, any additional acreage needed to increase the size or area for the golf course and related uses shall be obtained by reducing the acreage currently designated for residential purposes within Tract 50666, Tract 50667, or a combination thereof, provided a minimum of 30% of the area within each tract remains for Common Open Space. Any additional acreage needed to increase the area of the golf course shall not result in a reduction in the acreage of land to be dedicated or restricted for public open space uses as shown on the approved Ocean Trails Plan.

4. Any artificial water features (water hazards, fountains, artificial lakes, etc.) associated with the golf course are subject to review and approval by the Director of Community Development, **PRIOR TO THE ISSUANCE OF A GRADING PERMIT**. Such features shall be permitted, subject to the conditions that they be lined to prevent percolation of water into the soil and are charged with reclaimed and appropriately treated water when available from related uses after such features are initially established. The reclaimed water stored in any artificial water features shall be used to supplement the irrigation systems required to maintain the golf course. The operation of the water features and reclaimed water shall be subject to all applicable health code requirements. If there are any violations in this condition of approval, or if such features create a public nuisance at any time (visual appearance, odor, etc.). Approval of such features may be revoked through a public hearing before the Planning Commission, where mitigation including draining, filling, and re- landscaping may be imposed.

5. Any accessory structures associated with the golf course, including but not limited to a snack shop, convenience and comfort facilities, or similar structures, shall not exceed 16’ in height unless a minor revision to the Conditional Use Permit and a Variance are granted by the Planning Commission.

6. The design and layout of the driving range shall substantially conform to the plans reviewed by the City Council, which are entitled "Ocean Trails Driving Range/Lot Layout Proposed amendment Tentative Tract No. 50666, dated February 2, 2005", prepared by ESCO Engineering Service Corporation. **PRIOR TO COMMENCEMENT OF THE CONSTRUCTION OF THE DRIVING RANGE**, the final design/grading permit of the golf course shall be submitted for review and approval by the Director of Community Development for compliance with the plan referenced in this condition. The final design/grading plan of the driving range shall identify the layout of the driving range and other improvements, including drainage structures, utility easements, golf cart paths, and public trails. Wherever possible, the final design of the driving range shall minimize any conflict between the use of the

golf holes and the public trails.

7. Any changes in the project which results in significant changes in the development characteristics of the approved conceptual plan per Condition H.6 above, shall require that an application for a revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification of any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the development, the Director of Community Development shall report to the City Council a determination of significance.

8. Subject to review and approval by the Community Development Department, the City Geologist and the City's Water Feature Consultant, per Revision "Z" to CUP No. 163, the Applicant shall be permitted to raise the height of Waterfall #1 and the Back Tees of Hole #2 according to the "As-Built Topography Plans", dated September 8, 2005 and November 4, 2005, which were prepared by ESCO Engineering Service Corporation. The shrubs planted adjacent to and immediately north of the Back Tees of Hole #2 shall be removed. No landscaping shall be planted in the immediate vicinity of the Back Tees of Hole #2 that exceeds the height of the tee elevation and all landscaping in the immediate vicinity shall be maintained at a height not to exceed the tee height.

I. DRIVING RANGE

1. Revision "EEE", as approved by the City Council on August 16, 2016, permits a temporary opening of the driving range to September 21, 2018.

2. The Applicant may open the driving range to the public for a temporary period through September 21, 2018. The Applicant shall operate the site under a public safety plan, approved by the Director of Community Development and the City Geologist. Such Plan shall clearly designate any hazardous areas that may be unsafe. The plan shall show how these areas are signed, fenced and/or secured from public access. The plan shall also show how participants of the Golf Course and the public visiting the site will be able to traverse the site without entering into these hazardous secured areas. During the temporary operation, all of the improvements needed in the plan shall be maintained to the satisfaction of the Director of Community Development and the City's Geologist. Community Development Staff, Public Works Staff and/or the City's Geologist will be visiting the site during the temporary operation to verify compliance with this condition and the Safety Plan. The Director of Community Development may revoke this temporary permit at any time if, in the opinion of the Director of Community Development, the City Geologist or the Director of Public Works, the temporary operation may have an adverse effect on the public health, safety and welfare.

3. Maintenance and/or other project related vehicles shall be prohibited from using the temporary dirt road that runs parallel and adjacent to Palos Verdes Drive South within VTTM No. 50666.

4. During the two-year extension of the temporary opening of the driving range, which was approved through Revision "EEE", every 6-months, the Applicant shall submit a written report on the status of the driving range and Vesting Tentative Tract Map No. 50666 to the attention of the City's Deputy Director of Community Development. Said status report shall include 1) a description of the Applicant's efforts and progress in obtaining the California Coastal Commission's approval of a Coastal Permit for the driving range and flag pole; 2) a list of all outstanding remaining items to be completed/constructed in order to secure permanent opening of the driving range along with an estimated schedule of completing such items; and 3) a list of all other outstanding items to complete within Vesting Tentative Tract Map No. 50666, including, but not limited to, the completion of all public amenities, dedication of open space, construction of infrastructure to support the subdivision, and submittal of the Final Map for tract 50666, along with an estimated schedule for completing such items. The first 6-month status report shall be submitted between March 14, 2017 and March 21, 2017, the second 6-month report shall be submitted between September 14, 2017 and September 21, 2017, the third 6- month report shall be submitted between March 14, 2018 and March 21, 2018, and the fourth 6-month report shall be submitted between September 14, 2018 and September 21, 2018. If during any time of the two-year period, the Applicant obtains final permanent opening of the driving range, then subsequent status reports will no longer be required. All status reports submitted by the Applicant will be made available to the City Council and the public by City Staff.

J. DRAINAGE

1. Drainage plans and necessary support documents to comply with the following requirements must be submitted for approval by the Director of Public Works **PRIOR TO THE RECORDATION OF THE FINAL MAP, PRIOR TO THE ISSUANCE OF GRADING PERMITS, OR COMMENCEMENT OF WORK ON THE DRAINAGE SYSTEM WITHIN EACH APPROVED PHASE OF THE PROJECT, WHICHEVER OCCURS FIRST**:

   a. Provide drainage facilities in accordance with the Storm Water Pollution Prevention Plan to remove any flood hazard to the satisfaction of the Director of Public Works and dedicate and show easements on the Final Map.

   b. Eliminate sheet overflow and ponding or elevate the floors of any structures, with all openings in the foundation walls to at least 12” above the finished pad grade.

   c. Provide drainage facilities to protect the residential lots and golf course from high velocity scouring action.

   d. Provide for contributory drainage from adjoining properties.

   e. Redirect high flow runoff away from the natural drainage courses and retain low flows to maintain adequate soil moisture conditions.

f. Provide drainage facilities to remove any flood hazard to the satisfaction of the Director of Public Works and dedicate and show easements on the Final Map.

g. All on-site surface drainage shall be directed away from the bluff top to minimize erosion and to protect sensitive plant habitat on the bluff face.

2. **PRIOR TO THE ISSUANCE OF GRADING PERMITS, OR PRIOR TO RECORDATION OF A FINAL TRACT MAP, WHICHEVER OCCURS FIRST**, the developer shall submit a Storm Water Pollution Prevention Plan. The post- construction portion Storm Water Pollution Plan shall be reviewed and approved by the Planning Commission. The Storm Water Pollution Prevention Plan shall incorporate by detail or reference appropriate post-construction Best Management Practices (BMPs) to:

    a. Implement, to the maximum extent practicable, requirements established by appropriate governmental agencies under CEQA, Section 404 of the Clean Water Act, local ordinances and other legal authorities intended to minimize impacts from storm water runoff on the biological integrity of natural drainage systems and water bodies;

    b. Maximize to the maximum extent practicable, the percentage of permeable surfaces to allow more percolation of storm water into the ground;

    c. Minimize, to the maximum extent practicable, the amount of storm water directed to impermeable areas;

    d. Minimize, to the maximum extent practicable, parking lot pollution through the use of appropriate BMPs, such as retention, infiltration and good housekeeping;

    e. Establish reasonable limits on the clearing of vegetation from the project site including, but not limited to, regulation of the length of time during which soil may be exposed and, in certain sensitive cases, the prohibition of bare soil; and

    f. Provide for appropriate permanent controls to reduce storm water pollutant load produced by the development site to the maximum extent practicable.

3. Furthermore, the Storm Water Pollution Prevention Plan shall contain requirements to be adhered to during project construction. The pre-construction Storm Water Pollution Prevention Plan shall be reviewed and approved by the Director of Public Works. These practices include:

    a. Include erosion and sediment control practices;

b. Address multiple construction activity related pollutants;

c. Focus on BMPs such as source minimization, education, good housekeeping, good waste management, and good site planning;

d. Target construction areas and activities with the potential to generate significant pollutant loads;

e. Require retention on the site, to the maximum extent practicable, of sediment, construction waste, and other pollutants from construction activity;

f. Require, to the maximum extent practicable, management of excavated soil on site to minimize the amount of sediment that escapes to streets, drainage facilities, or adjoining properties;

g. Require, to the maximum extent practicable, use of structural drainage controls to minimize the escape of sediment and other pollutants from the site.

h. Require, to the maximum extent practicable, containment of runoff from equipment and vehicle washing at construction sites, unless treated to remove sediments and pollutants.

4. In accordance with Section 1601 and 1602 of the California Fish and Game Code, the State Department of Fish and Game, 350 Golden Shore, Long Beach, California 90802, telephone (310) 435-7741, shall be notified a minimum of 2 weeks **PRIOR TO COMMENCEMENT OF WORK WITHIN THE NATURAL DRAINAGE COURSES CROSSING THE SITE**.

5. The U.S. Army Corps of Engineers shall be contacted **PRIOR TO ALTERATION OF ANY DRAINAGE COURSES ON-SITE** to determine jurisdiction .and permit requirements, if any, with respect to Section 404 of the Clean Water Act (as amended 1984).

6. All storm drain facilities shall be designed **PRIOR TO RECORDATION OF THE FINAL MAP** and constructed where feasible so as to be accepted for maintenance by the Los Angeles County Public Works Department, Flood Control Division, subject to review and approval by the Director of Public Works. All facilities not in accepted by the County shall comply with Condition H.5.

7. The owners of the golf course/driving range parcels, and any successors in interest, shall maintain to the City's reasonable satisfaction all drainage outlet structures that are not accepted for maintenance by the Los Angeles County Public Works Department Flood Control Division, that carry storm water generated by, or passing through, the residential or golf course/driving range areas on the site to the ocean. **PRIOR TO**

RECORDATION OF EITHER FINAL MAP NO. 50666 OR NO. 50667, subject to review and approval by the City Attorney and the Director of Community Development, a Declaration of Restrictions to this effect shall be recorded against the golf course parcels of the tract.

8. All drainage swales and any other on-grade drainage facilities, including gunite, shall be of earth tone color and shall be reviewed and approved by the Director of Community Development **PRIOR TO ISSUANCE OF GRADING PERMITS**.

9. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the developer shall submit a hydrology study to the Director of Public Works to determine any adverse impacts to on-site and/or off-site existing flood control facilities generated by this project. Should the Director of Public Works determine that adverse impacts will result, the developer will be required to post a bond, cash deposit, or combination thereof in an amount to be determined by the Director of Public Works, which will cover the cost of all on-site improvements and the project's fair share of the necessary off-site improvements.

10. Subject to review and approval of a permit by the Director of Public Works and Director of Community Development, the Developer shall be permitted to change the drainage system within the eastern portion of the Ocean Trails project site, which includes portions of the Golf Course and Vesting Tentative Tract Map No. 50667, from a tunneled storm drain system to drain instead into La Rotonda canyon.

    Within 60 days of this approval, the developer shall revise the "Operations and Maintenance Manual for Groundwater and Ground Movement Monitoring Facilities at the Ocean Trails Golf Course" to include methods whereby the canyons on site shall be periodically monitored for erosion and slope failure. The document shall include methods for immediately repairing failed slope areas to prevent enlargement of failed areas. The revised Manual shall be submitted for review and approval by the Director of Public Works and Director of Community Development within the 60 day period.

    The golf course operator shall have the canyons inspected annually during and immediately following the rainy season, in accordance with the standards and schedule which have been established by the Director of Public Works, and at any other time deemed necessary by the Director of Public Works. The golf course operator shall provide the results of the inspections to the Director of Public Works within ten (10) working days following each inspection. The golf course operator shall have any failed or eroded portions of the canyons immediately repaired to the satisfaction of the Director of Public Works.

    PRIOR TO ISSUANCE OF PERMITS TO CONSTRUCT SUCH DRAINAGE SYSTEM, the developer shall submit proof to the Director of Community Development, that the developer has obtained the necessary permits and/or approvals from the following resource agencies: U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife, and the California Regional Water Quality Control Board. The developer shall be responsible for implementing any conditions associated with the resource agencies permits and/or approvals of this specific drainage request.

11. Subject to review and approval of a permit by the Director of Public Works and Director of Community Development, the Developer shall be permitted to change the drainage system within the western portion of the Ocean Trails project site, which includes portions of the Golf Course and Vesting Tentative Tract Map No. 50666, from a tunneled storm drain system to drain instead into Forrestal Canyon.

Within 60 days of this approval, the developer shall revise the "Operations and Maintenance Manual for Groundwater and Ground Movement Monitoring Facilities at the Ocean Trails Golf Course" to include methods whereby the canyons on site shall be periodically monitored for erosion and slope failure. The document shall include methods for immediately repairing failed slope areas to prevent enlargement of failed areas. The revised Manual shall be submitted for review and approval by the Director of Public Works and Director of Community Development within the 60 day period.

The golf course operator shall have the canyons inspected annually during and immediately following the rainy season, in accordance with the standards and schedule which have been established by the Director of Public Works, and at any other time deemed necessary by the Director of Public Works. The golf course operator shall provide the results of the inspections to the Director of Public Works within 10 working days following each inspection. The golf course operator shall have any failed or eroded portions of the canyons immediately repaired to the satisfaction of the Director of Public Works.

PRIOR TO ISSUANCE OF PERMITS TO CONSTRUCT SUCH DRAINAGE SYSTEM, the developer shall submit proof to the Director of Community Development, that the developer has obtained the necessary permits and/or approvals from the following resource agencies: U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife, and the California Regional Water Quality Control Board. The developer shall be responsible for implementing any conditions associated with the resource agencies permits and/or approvals of this specific drainage request.

K. EASEMENTS

1. Easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication or other easements until after the Final Map is filed with the County Recorder, unless such easements are

subordinated to the proposed grant or dedication. If easements are granted after the date of tentative approval, a subordination must be executed by the easement holder **PRIOR TO THE FILING OF THE FINAL MAP**.

2. All easements are subject to review by the Director of Public Works to determine the final locations and requirements.

3. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map, a public vehicular access easement, over the full width of the driveway that provides access to the clubhouse and the large (150 space) parking lot, from the terminus of Paseo Del Mar to the most westerly end of the driveway adjacent to Forrestal Canyon.

L. FENCING

1. A complete project fencing plan for each tract (including public trails, habitat areas, warning signage, and proposed fence and wall details} shall be reviewed and approved by the Director of Community Development and/or the Design Review Committee ("DRC"} or similar body if established, **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP**, whichever occurs first. It shall be the responsibility of the developer to install this fencing prior to sale of any lot within each workable phase. Said fencing plans shall incorporate the following:

   a. A 42 inch high pipe rail fence or similar fencing of suitable design shall be placed along the length of the bluff top on the seaward side of the bluff top pedestrian trail, subject to the review and approval of the Director of Community Development. It shall be the responsibility of the developer to install this fencing and warning signage to coincide with the construction of the bluff top pedestrian and bicycle trail.

   b. A protective fence around the California gnatcatcher habitat areas and around all wildlife corridors adjacent to residential development, or as otherwise required by the Director of Community Development shall be installed. Fencing of all enhancement areas shall also be required, subject to the review and approval of the Director of Community Development. Said fencing shall satisfy all requirements of the project biologist, incorporate a method to prevent domesticated animals from entering the habitat areas, include appropriate warning signage, and shall be black or dark green in color. Temporary fencing shall be installed around the existing wildlife corridors and habitat areas **PRIOR TO THE ISSUANCE OF GRADING PERMITS** and the permanent fencing shall be installed prior to the sale of any lot within adjacent workable phases.

   c. Protective fencing along all trails and open space areas where there is a potential conflict between golf course uses and public access uses. In no case shall permanent netting and netting support poles be installed for the driving range. However, temporary netting and support poles may be allowed for temporary professional tournaments provided a Special Use

Permit is obtained as required through Mitigation Measure No. H-3 of Resolution No. 2005-62 for the Driving Range (Revision "W') Mitigated Negative Declaration. In association with such temporary poles and netting, permanent below grade support pole sleeves that would accommodate temporary netting support poles are allowed to be installed as part of the driving range construction. Such below grade sleeves shall be safely covered when not in use as determined by the Director of Community Development.

2. No gates or other devices shall be permitted which limit direct access to the site. No freestanding fences, walls, or hedges shall be allowed, unless part of the fencing plan reviewed and approved by the Director of Community Development as required by Condition No. L.1.

3. A complete project fencing plan for each tract included in this approval (including public trails, habitat areas, warning signage, and proposed fence and wall details) shall be reviewed and approved by the Director of Community Development **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP, WHICHEVER OCCURS FIRST**. With the exception of the decorative fence for all private residential lots as noted in sub-section c and d below, it shall be the responsibility of the developer to install this fencing prior to sale of any lot within each workable phase. In regards to the decorative fence for all private residential lots as noted in sub-section c and d below, the developer shall install said fencing **PRIOR TO THE ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY** for each specific lot. Said fencing shall incorporate the following:

    a. Vesting Tentative Tract Map No. 50666

    A decorative fence, minimum height 5’ and maximum height 6’, which allows a minimum of 90% light and air to pass through shall be required along all street side setbacks and within all rear setback areas (along the rear and side property lines) of all private residential lots. If not specifically addressed above, said fencing shall be required along all property lines directly abutting common open space lots. Said fencing shall meet the minimum standard design requirements of pool fencing. Fencing located between the residential lots and the driving range shall be a maximum 6' high decorative wire mesh link with links small enough to ensure that golf balls from the driving range will not penetrate said fence. Any change to these criteria must be approved by the Director of Community Development.

    1) This approval is for the re-alignment of the bicycle and pedestrian trial along the western project boundary, as shown in the plans approved by the City Council on November 4, 1998, including a 42” high wood post and cable type fence to be constructed along the western side of the pedestrian trail.

    2) The development shall construct a 30” high slumpstone wall

along the northwestern corner of the entrance from Palos Verdes Drive South onto Street “C”. The exact location to be determined by the Director of Community Development.

3) **PRIOR TO APPROVAL OF THE LANDSCAPE PLAN FOR LOT “D”**, the developer shall coordinate with the City and representatives of the Community Association of Tract 16540 to ensure that the proposed landscape plans address the concerns of the Community Association, subject to review and approval by the Director of Community Development.

b. Vesting Tentative Tract Map No. 50667

Except for Lot Nos. 20 through 23, a decorative, minimum height 5’, maximum height 6’ fence which allows a minimum of 90% light and air to pass through shall be required along all street side setbacks and within all rear setback areas (along the rear and side property lines). Said fencing shall also be required along the western side property line of Lot Nos. 34 and 35. If not specifically addressed above, said fencing shall be required for all property lines directly abutting common open space lots or the golf course. Said fencing shall meet the minimum standard design requirements of pool fencing. Any change to these criteria must be approved by the Director of Community Development.

A decorative, uniform wall or fence shall be required along the rear property lines of Lot Nos. 20 through 23.

4. Chain link or other wire fencing is prohibited on any portion of any lot within the project, except as otherwise required by the project biologist for habitat protection or as required through Condition L-3.a).

5. Within the front and street side setback areas, fences, walls, or hedges up to a maximum of 24” in height shall be permitted.

6. Areas of the site that are not to be disturbed during grading or construction, or that are to be protected in accordance with the mitigation monitoring program established in Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations, shall be temporary fenced during construction, subject to the review and approval of the Director of Community Development.

M. FLAG POLE

1. The conditions found under Section V. of Conditional Use Permit No. 163 pertain to the approval of Revision BB to the project, as approved by the City Council on March 20, 2007, and amended on July 17, 2007 and February 16, 2016, approves the erection of a 70' tall flagpole near the back tee of Golf Hole #1 for the purpose of flying the flag of the United States of America. No other flag, object or display shall be flown form such flagpole

without the approval of the City Council. The Applicant shall be responsible for abiding by all laws related to the flag of the United States as found in United States Code, Title 4, Chapter 1.

2. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall dedicate 25ft² (5' x 5') of property around the existing flag pole base to the City. Upon recordation, the City will henceforth be the owner of said property and the amenities located thereon. The Applicant shall be responsible for paying all necessary fees for the preparation of Grant Deed documents, including the legal description of said property and review by the City Engineer and City Attorney.

3. Prior to 60 days after final action by the City Council on February 16, 2016 and prior to recordation of the Grant Deed that dedicates the 25ft² property beneath the flag pole to the City, the Applicant shall obtain a building permit and a final on said permit for the flag pole. The Applicant shall be responsible for paying all necessary after-the-fact penalty fees for such building permit.

4. The Applicant shall be responsible for raising and lowering the flag on a daily basis in compliance with all laws related to the United States Flag found in the United States Code, Title 4, Chapter 1. Additionally, the Applicant shall be responsible for maintaining, including the costs of such maintenance, the flag, rigging, flag pole, and any landscaping within the 25ft² dedication area.

5. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall enter into a Reciprocal Easement Agreement that would allow the Trump Organization to access the flag pole site for maintenance activities while also providing an easement over golf course property to allow the City to access the flag pole site.

6. Prior to 60 days after final action by the City Council on February 16, 2016, the Applicant shall enter into an Indemnification Agreement that indemnifies the City against any action associated with the Applicant's installation/construction of the amenities located on the 25ft² property, as well as the maintenance and all other activities related to the flag and flag pole.

7. No lighting to illuminate the flag pole shall be allowed.

N. GEOLOGY

1. **PRIOR TO RECORDATION OF THE FINAL MAP OR PRIOR TO ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST**, a final grading plan shall be approved by the Director of Public Works and City Geologist, by manual signature. This grading plan shall be based on a detailed engineering, geology and/or soils engineering report(s) and shall

specifically be approved by the City Geologist and/or soils engineer and comply with all recommendations submitted by them. It shall also be consistent with the vesting tentative tract maps and conditions, as approved by the City.

2. All geologic hazards associated with this proposed development shall be eliminated or the City Geologist shall designate a Restricted Use Area on each Final Map, in which the erection of buildings or other structures shall be prohibited.

3. All grading shall be monitored by a licensed engineering geologist and/or soils engineer in accordance with applicable provisions of the Municipal Code and the recommendations of the Director of Public Works.

4. All grading activity on the site shall occur in accordance with all applicable City safety standards.

5. All graded slopes shall be properly planted and maintained. Within 90 days of being graded, all open space/slope areas and all areas that will remain undeveloped shall be hydroseeded and/or planted. Plants shall be selected that are drought tolerant, capable of developing deep root systems and shall generally consist of low ground cover to impede water flow on the surface. Watering for establishment of said plant material shall be done in cycles that will promote deep rooting. Watering shall be diminished or stopped just prior to and during the rainy season or upon establishment of the plant material, whichever occurs first. To provide greater slope protection against scour and erosion, all graded slopes shall be covered with a jute mat to provide protection while the ground cover is being established. If appropriate, the Director of Community Development may approve an alternative material or method to control erosion.

6. All of the recommendations of the project geologist, except as modified by the City Geologist, will be incorporated into the approved grading plan and design of any structure.

7. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an independent Geology and/or Soils Engineer's report on the expansive properties of soils on all building sites shall be submitted to and approved by the City Geologist in conformance with accepted City practice. Such soils are defined by Building Code Section 2904(b).

8. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an as-graded soils and geologic report(s), complete with geologic map shall be submitted for review and approval by the City Geologist in conformance with accepted City practice.

9. **PRIOR TO ISSUANCE OF A BUILDING PERMIT**, an as-built geological report(s) for structures founded on bed rock and an as-built soils and compaction report for structures founded on fill and all engineered fill areas shall be submitted for review and approval by the City Geologist in

conformance with accepted City practice.

O. GRADING

1. **PRIOR TO ISSUANCE OF GRADING PERMITS AND/OR RECORDATION OF THE FINAL MAP**, whichever occurs first, written approval must be obtained from the owners of adjacent properties within the City where offsite grading for trails is proposed or may result.

2. A note shall be placed on the approved grading plan that requires the Director of Community Development's approval of rough grading prior to final clearance. The Director (or a designated staff member) shall inspect the graded sites for accuracy of pad elevations, created slope gradients, and pad size. The developer or its designee shall provide certification for all grading related matters.

3. All of the recommendations made by the Director of Public Works and City Geologist during their on-going review of the project shall be incorporated into the approved grading plans.

4. Foundations and floor slabs cast on expansive soils shall be designed in accordance with Los Angeles County Code Section 2907-i.

5. All grading shall conform to Chapter 29, "Excavations, Foundations, and Retaining Walls, and Chapter 70, "Excavation and Grading" of the Uniform Building Code.

6. Unless otherwise provided in these conditions of approval or permitted by the Director of Community Development, the project shall comply with all appropriate provisions of the City's grading ordinance (Chapter 17.76.040 (formally 17.50)).

7. All grading shall be balanced on-site. However, should earth, rock or other material be required to be hauled from the project site, a revision to the grading permit, pursuant to requirements of the Development Code, shall be obtained.

8. No construction of permanent structures shall be allowed closer than 25’ landward of the Coastal Setback Zone (except for structures associated with public amenities or unless allowed by another project condition of approval). Grading within the Coastal Setback Zone shall be limited to that required for construction of approved trails, parks, vista points, driving range, and golf course holes, as indicated on the approved site plans.

9. Where feasible, and subject to the review and approval of the Director of Community Development all graded slopes shall be "landform" graded so as to closely reflect naturally occurring topographic contours. Slope gradients shall be natural and no abrupt changes between natural and graded slopes shall be permitted.

10. All proposed retaining walls to be constructed shall be subject to review by the Director of Community Development with subsequent review by the Planning Commission, if required, for review and approval pursuant to Chapter 17.76.040 (formally 17.50) of the Rancho Palos Verdes Development Code.

11. No created slopes within the tract shall exceed 2.1, unless approved by the Director of Community Development.

12. All retaining walls are subject to review and approval by the Director of Community Development, **PRIOR TO THE ISSUANCE OF GRADING PERMITS**. Unless otherwise provided, retaining walls shall conform to the criteria established in Section 17.50 of the Rancho Palos Verdes Development Code.

P. LANDSCAPING

1. **PRIOR TO ISSUANCE OF GRADING PERMITS**, the developer shall submit a preliminary landscape plan to the Director of Community Development for review and approval of the clubhouse, golf course and appurtenant structures, driving range, parking lots, and all open space areas within the boundaries of the parcel maps and/or tract maps, roadway medians and public trails which shall include the following:

    a. A minimum of eighty percent (80%) drought tolerant plant materials for all landscaped areas.

    b. Landscaping within all common areas shall be planted in such a manner so that views from adjacent properties and any public right-of-way are not affected and so that solar access to all dwelling units is protected.

    c. All trees selected shall be of a species which reasonably could be maintained at 16'. Said trees shall be maintained not to exceed 16' in height.

    d. The re-seeding and re-establishment of natural plant species for all of the disturbed common open space areas. Said plan shall include site specific and non-invasive species, and shall be reviewed and commented on by the project biologist and interested parties, and shall be subject to the approval of the Director of Community Development.

    e. Landscaping and irrigation plans for all rough graded surfaces which have been scarified through grading operations.

    f. The landscaped entries and buffer zones shall meet the standards for Intersection Visibility (Section 17.48.070 (formally 17.42.060)), as identified in the Development Code.

2. **PRIOR TO RECORDATION OF THE FINAL MAP OR INSTALLATION OF THE PERMANENT LANDSCAPING, WHICHEVER COMES FIRST**, the developer shall submit a final landscape and irrigation plan to the Director of Community Development for review and approval of the clubhouse, golf course, appurtenant structures, driving range, parking lots, all common open space areas within the boundaries of the Vesting Tentative Tracts, roadway medians and public trails. The final landscape and irrigation plan shall conform to the California State Model Water Efficient Landscape Ordinance (per State Assembly Bill 325) and shall include the following:

    a. A minimum of eighty percent (80%) drought tolerant plant materials for all landscaped areas.

    b. Landscaping within all common areas shall be planted in such a manner so that views from adjacent properties and any public right-of-way are not affected and so that solar access to all dwelling units is protected.

    c. All trees selected shall be of a species which reasonably could be maintained at 16'. Said trees shall be maintained not to exceed 16' in height.

    d. The landscaped entries and buffer zones shall meet the standards for Intersection Visibility (Section 17.48.070 (formally 17.42.060)), as identified in the Development Code.

    e. Irrigation systems shall utilize drip and bubbler systems wherever possible. Controlled spray systems may be used where drip or bubbler systems are not appropriate. All sprinkler heads shall be adjusted to avoid over-spray.

    f. All high water use areas shall be irrigated separately from drought tolerant areas.

    g. Irrigation systems shall be on automatic timers and shall be adjusted for seasonal water needs.

    h. Where practical, transitional landscaping on graded slopes shall screen the project's night lighting as seen from surrounding areas.

3. With the exception of irrigation lines that have been reviewed and approved by the City Geologist for installation and operation, **PRIOR TO INSTALLATION OF ANY ADDITIONAL IRRIGATION LINES ON ANY PORTION OF THE PROPERTY**, the City Council shall have approved the Ocean Trails Water Control Plan to ensure that the installation and operation of said irrigation lines will not contribute water to any known landslide area, cause any significant erosion or other potentially hazardous conditions.

4. All proposed irrigation within the project, which includes, but is not limited to, all irrigation for the golf course, driving range, parks, open space lots and private residential lots, shall be subject to the standards of the Ocean Trails Water Control Plan as reviewed and approved by the City Council, and other than the golf course and driving range, shall be consistent with City of Rancho Palos Verdes Municipal Code Section No. 15.34, "Water Conservation in Landscaping". With the exception of private residential lots which have been sold to an individual purchaser, the developer or any subsequent owner of the golf course parcels (hereinafter "developer"} shall be responsible for submitting an audit report every 60 days for review and approval by the Director of Community Development, which details the project's compliance with the Ocean Trails Water Control Plan and consistency, where applicable, with Municipal Code Section No.15.34. If it is determined by the Director of Community Development, that any irrigation is not in compliance with either the Ocean Trails Water Control Plan or Municipal Code Section 15.34, or is causing any impacts to the project site, the developer shall be required to halt all irrigation in the subject area until any such problem has been remedied to the satisfaction of the Director of Community Development.

5. **PRIOR TO THE INSTALLATION OF LANDSCAPING ON THE GOLF COURSE**, the developer shall submit a green waste management and recycling program for review and approval by the Directors of Planning, Building and Code Enforcement and Public Works.

6. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, all golf course signage, including trail signage, shall be subject to a sign permit and subsequent review and approval by the Director of Community Development, as part of the landscape plan required in Condition P.1.

7. With the exception to ficus trees planted on developed single-family residential properties through the approval of a landscape plan, all other ficus trees being temporarily stored on the property shall be removed from the property **PRIOR TO JULY 22, 2008**.

Q. LIGHTING

1. Exterior lighting for the clubhouse, maintenance facility and affordable housing complex shall be limited to the Standards of Section 17.56 (formally 17.54.030) of the Development Code.

2. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY OF THE STRUCTURES REFERENCED IN CONDITION NO. Q.1**, a lighting plan shall be submitted to the Director of Community Development for review and approval and there shall be no direct off-site illumination from any light source.

3. Parking and security lighting shall be kept to minimum safety standards and shall conform to all applicable City requirements. Fixtures shall be shielded to prevent lighting from illuminating on or towards other properties; there shall be no spill-over onto residential properties. A trial period of 6 months from

issuance of certificate of occupancy for assessment of exterior lighting impacts shall be instituted. At the end of the 6 month period, the City may require additional screening or reduction in intensity of any light which has been determined to be excessively bright.

4. No golf course or driving range lighting shall be allowed.

R. MAINTENANCE FACILITY

1. The golf course maintenance facility shall be located near the southeast intersection of Palos Verdes Drive South and Paseo Del Mar and the affordable housing complex, provided that mechanical methods including, but not limited to de-watering wells, are utilized to ensure a minimum factor of safety of 1.5 for the maintenance structure. Additionally, no portion of the golf course maintenance structure shall be located in areas currently zoned Open Space Hazard (OH). If the developer is unable to provide for a minimum factor of safety of 1.5 using mechanical methods, or if the location of the golf course maintenance facility is modified for any other reason, the developer shall submit an application for a revision to this Conditional Use Permit, for review and approval by the Planning Commission and City Council **PRIOR TO RECORDATION OF ANY FINAL MAP, OR ISSUANCE OF THE GRADING PERMIT, WHICHEVER OCCURS FIRST.**

2. The size, height, design and placement of the golf course maintenance facility shall substantially conform to the plans reviewed by the Planning Commission, which are entitled "Ocean Trails at Palos Verdes" prepared by HRMA Inc., dated as received by the City on July 13, 1998. **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE FACILITY**, the final design of the maintenance facility shall be submitted for review and approval by the Director of Community Development for conformance with the plans approved by the Planning Commission on July 14, 1998. The Maintenance Facility, including the 75-space overflow parking lot and 25-space employee parking lot shall be completed and a final certificate of use and occupancy shall be obtained **PRIOR TO THE OPENING OF THE 18-HOLE GOLF COURSE**.

3. The maximum ridge height of the maintenance facility shall not exceed a height of 24’ over the equipment storage area and 26’ over the repair shops and offices. Ridge height certification is required at building framing inspection.

4. The golf course maintenance facility shall be enclosed by a maximum 6’ high, decorative block wall. The final location of the wall shall be subject to the review and approval of the Director of Community Development, **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FACILITY**.

S. MECHANICAL EQUIPMENT

1. No roof mounted mechanical equipment, vents, or ducts, shall be permitted.

All other mechanical equipment shall be screened and/or covered as necessary to reduce their visibility from public rights-of-way or adjacent properties. Any necessary screening and covering shall be architecturally harmonious with the materials and colors of the buildings. Use of satellite dish antennae shall be subject to the conditions and requirements of Sections 17.41.140 through 17.41.21O of the Rancho Palos Verdes Development Code.

2. Mechanical equipment shall be housed in enclosures designed to attenuate noise to a level of 45 dBA at the property lines. Mechanical equipment for food service shall incorporate filtration systems to eliminate exhaust odors.

T. MITIGATION MONITORING PROGRAM

1. The development shall comply with all mitigation measures of Environmental Impact Report No. 36, Supplements thereto, and project certified Mitigated Negative Declarations and the related Mitigation Monitoring Program. Where more restrictive language appears in these conditions of approval, the more restrictive language shall control.

2. All costs associated with implementation of the Mitigation Monitoring Program shall be the responsibility of the developer, and/or any successors in interest.

U. OPERATION OF THE GOLF COURSE AND DRIVING RANGE

1. Approval of this Conditional Use Permit is contingent upon the concurrent and continuous operation of the primary components of the project, which are the golf course, driving range and clubhouse. If either use is discontinued, this Conditional Use Permit will be null and void. If the landowner or the landowner's successor in interest seeks to change the uses which have been designated, the landowner must file an application for a major modification of the Conditional Use Permit with the City. At that time, the Planning Commission may impose such conditions as it deems necessary upon the proposed use and may consider all issues relevant to the proposed change of use, including, but not limited to, whether the entire Conditional Use Permit should be revoked.

2. The hours of operation of the clubhouse may be limited by the City Council based on the determination that excessive sound is audible from surrounding residential properties.

3. Deliveries utilizing vehicles over 40’ in length shall be limited to the hours of 5:00 a.m. to 9:00 p.m. Monday through Friday, and 7:00 a.m. to 9:00 p.m. on Saturday and Sunday. Other vehicles shall be allowed to make deliveries 24 hours a day.

4. **PRIOR TO THE OPENING OF THE GOLF COURSE AND/OR DRIVING RANGE**, the use of gardening equipment shall be controlled by a Golf Course Maintenance Plan which is subject to review and approval by the Director of Community Development, based on an analysis of equipment noise levels

and potential impacts to neighboring residents. The Plan shall be submitted for formal review by the Director of Community Development within 3 months after the first day that the golf course and/or driving range opens for play and annually thereafter for the life of the golf course and/or driving range. At the 3-month review and at each subsequent annual review, the Director may determine that the Plan needs to be revised to address potential noise impacts. The Director may also determine that additional review periods and/or other conditions shall be applied to the Maintenance Plan.

Further, if the City receives any justified noise complaints that are caused by the maintenance of the golf course and/or driving range, as verified by the Director of Community Development, upon receipt of notice from the City, the owner(s) of the golf course shall respond to said verified complaint by notifying the City and implementing corrective measures within 24 hours from time of said notice.

The Director's decision on any matter concerning the golf course/driving range maintenance may be appealed to the City Council. This condition shall apply to all golf course owners, present and future. Any violations of this condition may result in revocation of this Conditional Use Permit and subsequent cease of golf course/driving range play.

5. No on-site repair or delivery of equipment and/or materials shall be permitted before 7:00 a.m. or after 4:00 p.m., except for repair of golf course equipment within enclosed structure.

6. The operator of the golf facilities shall participate in the City's recycling program.

7. The City hereby reserves the right to increase the golf tax established by Ordinance No. 291 on the golf course use to which the developer and any successors in interest to the developer and any owner(s) and/or operator(s) of the golf course shall not object. Written notice of this condition shall be provided to any purchaser(s) prior to the close of escrow and/or operator(s) of the golf course prior to the execution of any lease or contract agreement to operate the golf course.

8. Any future heliport shall be subject to a new and separate Conditional Use Permit. No heliport is permitted with this approval.

9. The golf course and driving range shall be used during daylight hours (dawn to dusk) only. There shall be no lighting of the driving range or golf course.

10. If it is determined by the Director of Community Development, that use of the driving range is causing significant hazardous impacts to public safety resulting from stray golf balls causing injury to persons or property, upon notice by the Director, the owner shall change the type of golf ball being utilized for the driving range from a "regulation" golf ball to a "low-impact" golf ball. If the use of "low-impact" golf balls does not prove successful in resolving the hazardous impacts, according to the Director of Community

Development, then the Applicant shall meet the requirements of Mitigation Measure H-4.

11. Through a public hearing, the City Council shall conduct a review of the driving range and its operations in one year after a Certificate of Use and Occupancy has been issued for the driving range.

12. The driving range and all practice putting greens shall be available for use by the general public at all times that the golf course is open to the general public, provided that users of the driving range and practice putting greens are dressed in the same attire that is required to play a round of golf on the golf course. Such attire shall be as follows:

    a. Men must have collared shirt (Turtle Neck and Mock Turtle Neck acceptable), shorts permissible but need to be Bermuda length; shorts and or trousers may not be of denim materials (No Levis). Golf shoes recommended but tennis shoes or any other type of sneaker may be worn - no soccer cleats, baseball cleats or track cleats/shoes permitted. Trump National Golf Club is a soft spike facility - hard spiked golf shoes are prohibited.

    b. Women's shirts and blouses must conform to the following; sleeveless tops must have a collar, sleeved tops need not have a collar. Shorts, Skirts and Skorts are permitted but need to be Bermuda length; Shorts, Skirts, Skorts and or Pants may not be of denim materials (No Levis). Golf shoes recommended but tennis shoes or any other type of sneaker may be worn - no soccer cleats, baseball cleats or track cleats/shoes permitted. Trump National Golf Club is a soft spike facility - hard spiked golf shoes are prohibited.

13. Further, the Applicant shall be permitted to manage the use of the driving range and putting greens so that those users who have paid greens fees to play on the golf course will have priority over those who have not paid greens fees. If space is available, those that have not paid greens fees shall be limited to a maximum of two hours of practice on the putting green per day.

V. PARK AND OPEN SPACE DEDICATION AND MAINTENANCE

1. **PRIOR TO RECORDATION OF THE FINAL MAP**, the developer shall pay to the City of Rancho Palos Verdes, dedicate land, or a combination thereof to satisfy requirements of the Quimby Act. The land value used to calculate the fee shall be determined through a MAI appraisal prepared and provided to the City within 60 days of City approval of the project.

2. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map Lots A, E, F, G, H, I and K, as public open space. Lot A (West Vista Park) shall be a minimum of 1.5 acres in size. Lot E (West Bluff Preserve) shall be a minimum of 7 acres in size. Lot F (Halfway Point Preserve) shall be a minimum of 3.3 acres in size. Lot G (Coastal Bluff Dedication) shall be a minimum of 24.4 acres in size. Lot H (Halfway Point

Park) shall be a minimum of 5.1 acres in size. Lot I(Bluff Top Wildlife Corridor) shall be a minimum of 1.0 acre in size. Lot K (Bluff Top Public Access Corridor) shall be a minimum of 8.9 acres in size.

3. **PRIOR TO RECORDATION OF THE FINAL MAP**, the boundary line between Lot A (West Vista Park) and Lot No. 12 shall be modified such that the boundary line is located at the toe of the slope adjacent to the north and east side of the building pad of Lot No. 12.

4. **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF ANY FINAL MAP**, whichever occurs first, the landowner shall record a restrictive covenant in favor of the City in a form and on terms acceptable to the City, requiring all land within the golf course and driving range, including any permanent structures, for golf course, driving range and related recreational uses to be open to the public. Furthermore, the deed restriction shall specify that conversion of any portion of the approved facilities to a private or member-only use or the implementation of any program to allow extended or exclusive use or occupancy of the facilities by an individual or limited group or segment of the public is specifically precluded by this permit and would require an amendment to this permit or a new permit in order to be effective.

W. PARKING

1. **PRIOR TO THE ISSUANCE OF ANY GRADING PERMIT** for the golf course or driving range, the developer shall submit a final parking plan reflecting the parking design for the approved project, including calculations for the number of parking spaces required for the golf course, driving range, clubhouse and ancillary uses, and any on-site dining facilities. The parking plan shall be subject to review and approval by the Director of Community Development. Requests for extensions may be granted by the Director of Community Development for up to one hundred eighty (180) days.

2. As part of the final parking plan required in Condition W.1., a minimum of 150 parking spaces and 14 valet parking spaces shall be constructed in a lot on the west side of the clubhouse, as designated in the parking plan, for golf course, driving range, clubhouse and public use. A minimum of 45 parking spaces shall be constructed in a lot on the east side of the clubhouse, as designated in the parking plan, for public use only during daylight hours and clubhouse use after dusk. A minimum of 118 overflow parking spaces, 17 valet overflow parking spaces, and a minimum of 25 employee parking spaces shall be constructed in a lot adjacent to the golf course maintenance facility, as designated in the parking plan, for golf course, driving range, clubhouse and public use.

3. All parking areas shall be designed to mitigate or eliminate non-aesthetic noise and views which may impact surrounding single family and multi-family residences, subject to the review and approval of the Director of Community Development, **PRIOR TO THE ISSUANCE OF THE GRADING PERMIT**.

X. PERMIT EXPIRATION AND COMPLETION DEADLINE

1. Pursuant to Development Code Section 17.86.070, this permit shall expire within 24 months from the date that the Coastal Permit associated with this Conditional Use Permit is approved by the last responsible agency, unless a grading permits for the golf course, and building permits for the clubhouse structure and the lots within each Vesting Tentative Tract Map have been applied for and are being diligently pursued. Extensions of up to 1 year each may be granted by the City Council, if requested in writing prior to expiration.

2. If finished grading and construction of the streets and utilities have not been completed and accepted within 2 years from the date of recordation of each Final Map, Conditional Use Permit No. 162 shall expire and be of no further effect, unless, prior to expiration, a written request for extension pursuant to Section 17.56.080 of the City's Development Code is filed with the Community Development Department and is granted by the City Council. Otherwise, a new Conditional Use Permit must be approved **PRIOR TO FURTHER DEVELOPMENT OF THE TRACTS**.

3. If rough grading for the golf course and construction to the point of foundation inspection for the clubhouse structure has not been completed within 24 months from the date of building permit issuance, the Conditional Use Permit shall expire and be of no further effect, unless, prior to expiration, a written request for extension is filed with the Director of Community Development and is granted by the City Council. Otherwise, a new Conditional Use Permit must be approved prior to further development.

Y. PUBLIC AMENITIES PLAN

1. **PRIOR TO THE RECORDATION OF THE FINAL MAP**, the developer shall submit design specifications for construction of bike lanes on Palos Verdes Drive South, and pedestrian and bicycle trails within the boundaries of the project site for review and approval by the Director of Community Development, Public Works, and Recreation and Parks, as well as the City's Recreation and Parks Committee.

2. Palos Verdes Drive South On-Street Bicycle Lanes: As part of the roadway improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a Class II bicycle lane on both the north and south sides of Palos Verdes Drive South, along the entire length of the tract frontage on Palos Verdes Drive South. The bicycle lanes shall connect with the bicycle lane required along the Palos Verdes Drive frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.1).

3. Palos Verdes Drive South Off-Road Bicycle Path: As part of the roadway improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a Class I off-road bicycle path on the south side of Palos Verdes Drive South, along the entire length

of the tract frontage. This path shall have a minimum tread width of 8' and an easy to intermediate level of difficulty. This path shall be separated as much as possible from the roadway by a grade change and/or landscaping. This bicycle path shall connect with the bicycle path required along the Palos Verdes Drive frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.2).

4. Palos Verdes Drive South Pedestrian Trail: As part of the roadway improvements required above by Condition BB.2, the developer shall construct to Conceptual Trails Plan standards, a pedestrian trail on the south side of Palos Verdes Drive South, between the roadway and the bicycle path described above in Condition Y.3, along the entire length of the tract frontage on Palos Verdes Drive South. This trail shall have a minimum tread width of 4' and an easy to intermediate level of difficulty. This trail shall be separated as much as possible from the roadway by a grade change and/or landscaping. This pedestrian trail shall connect with the pedestrian trail required along the Palos Verdes Drive South frontage of Vesting Tentative Tract Map No. 50667 (Cross reference California Coastal Commission, Special Condition 3.A.3).

5. West End Bicycle Path: The developer shall construct to Conceptual Trails Plan standards an off- road bicycle path with a minimum tread width of 8' and an easy to intermediate level of difficultly beginning at the northwest corner of the tract at Palos Verdes Drive South, running south along the short leg of Street "E", turning east along the southerly side of Street "E", and then southerly through Common Open Space Lot D to the southwest corner of the driving range and then running east through Lot B, across Forrestal Canyon, to the parking lot east of the clubhouse. The portion of the path between the northwest corner and the southwest corner of the driving range shall be combined with the pedestrian trail required in Condition Y.6. The final alignment of that portion of the bicycle path located adjacent to the Portuguese Bend Club shall be at least 32' away from the west side property line and shall be reviewed and approved by the City Council **PRIOR TO THE COMMENCEMENT OF GRADING** in this approved phase of the project. A barrier to prevent the use of the path by motorized vehicles shall be erected at its intersection with Street "E". This path shall cross Forrestal Canyon via a bridge constructed by the developer and dedicated for that purpose. The portion of this path located between the northeast corner of the West Bluff Preserve and the parking lot east of the clubhouse may be combined with the golf cart path. This path shall connect with the bicycle path required in Condition Y.13 (Cross reference California Coastal Commission, Special Condition 3.A.4).

6. West End Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a minimum tread width of 4' on the west side of the short leg of Street "E" between Palos Verdes Drive South and the northwest corner of the driving range. The trail shall then go south along side of the bicycle trail identified in Condition Y.5. The pedestrian trail and bicycle path shall have a combined tread of 8' from the bottom of the stairs at the

northwest corner of the driving range to the southwest corner of the driving range. The portion of the pedestrian trail described above shall have an easy to challenging level of difficulty. From the southwest corner of the driving range, one segment of the pedestrian trail shall continue to the Portuguese Bend Overlook and the other segment shall run east through Lot B, across Forrestal Canyon, to the parking lot east of the clubhouse. That portion of the trail between the parking lot east of the clubhouse and the Portuguese Bend Overlook shall be handicapped accessible with a minimum tread width of 5’. The Director of Public Works may allow a steeper trail on the handicapped accessible portion, if required by natural grade conditions, but may further condition the final design of the trail to maximize public safety. A handicapped accessible, covered rest stop shall be provided at the Portuguese Bend Overlook. The covered rest stop shall not be required to be constructed if the Coastal Commission and/or its staff concurs that the structure may be deleted. This trail shall cross Forrestal Canyon via a bridge constructed by the developer and dedicated for that purpose, as required in Condition Y.5. This trail shall connect with the pedestrian trails required in Condition Nos. Y.7 and Y.13. The final alignment of that portion of the pedestrian trail located adjacent to the Portuguese Bend Club shall be at least 32’ away from the west side property line and shall be reviewed and approved by the City Council **PRIOR TO THE COMMENCEMENT OF GRADING** in this approved phase of the project (Cross reference California Coastal Commission Special Condition 3.A.5).

7. Forrestal Canyon Fire Access and Pedestrian Trail and Bicycle Path: The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map, a 15’ wide fire access easement, with pedestrian and bicycle access, within Common Open Space Lots B and C, extending from the end of Street "E", parallel to the western side of Forrestal Canyon, and terminating at the off-road bicycle path and pedestrian trails required in Condition Nos. Y.7 and Y.8. Within this easement, the developer shall construct to Los Angeles County Fire Department standards, an all-weather fire access road. A break-away barrier, approved by the Fire Department, to prevent the use of the trail by unauthorized motor vehicles, but which allows pedestrian and bicycle traffic to pass through, shall be installed at the entrance to the access easement at the end of Street "E". This trail shall connect with the pedestrian trail required in Condition No. Y.6 (Cross reference California Coastal Commission, Special Condition 3.A.10).

8. Paseo Del Mar Off-Road Bicycle Path: The developer shall construct to Conceptual Trails Plan standards a Class I off-road bicycle path with a minimum tread width of 8’ and an intermediate level of difficulty beginning at the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, along the east side of Paseo Del Mar and "A" Street (Paseo Del Mar extension) within Golf Course Lot No. 38 to the parking lot on the east side of the clubhouse. This path shall be separated as much as possible from the roadway by a grade change and/or landscaping. This path shall connect with the bicycle paths described in Condition Y.3 and Y.15. (Cross reference California Coastal Commission, Special Condition 3.A.8)

9. Paseo Del Mar Pedestrian Trail: As part of the roadway improvements required by Condition BB-1, the developer shall construct to Conceptual Trails Plan standards, a 4’ wide pedestrian trail with an intermediate level of difficultly, beginning at the southeast intersection of Palos Verdes Drive South and Paseo Del Mar, along the east side on Paseo Del Mar and "A" Street (Paseo Del Mar extension) to the small (45 space) public parking lot east of the clubhouse. This trail shall be separated as much as possible from the roadway by a grade change and/or landscaping. This trail shall connect with the trails described in Condition Y.4, Y.6 and Y.15 (Cross reference California Coastal Commission, Special Condition 3.A.9).

10. West Bluff Preserve Bluff Top Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a soft-footed pedestrian trail with a minimum tread width of 2’ and an easy to intermediate level of difficulty beginning at the terminus of the pedestrian trail required in Condition Y.6 (at the Portuguese Overlook), through West Bluff Preserve (Lot E) along the upper bluff top to the eastern boundary of Lot E and connecting with the pedestrian trail required in Condition Y.11 (Cross Reference California Coastal Commission, Special Condition 3.A.15).

11. West Bluff Preserve Lateral Access Pedestrian Trail: The developer construct to Conceptual Trails Plan standards a pedestrian trail with a maximum tread width of 2’ and an easy to intermediate level of difficulty beginning from the pedestrian trail required in Condition Y.6, within Golf Course Lot 38 and, parallel to the eastern boundary of West Bluff Preserve (Lot E), to the bluff top and connecting to the pedestrian trail required in Condition Y.10. This trail may be combined with the golf cart path (Cross reference California Coastal Commission, Special Condition No. 3.A.14).

12. La Rotonda Parking Lot Combined Bicycle Path and Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a combined bicycle path and pedestrian trail with a minimum tread width of 8’ and an easy to intermediate level of difficulty beginning at the west end of the La Rotonda Parking Lot, south through School District property and Golf Course Lot No. 38 to the Bluff Top Activity Corridor. This combined path/trail shall connect with the combined off-road bicycle path and pedestrian trail required in Condition Y.15.

13. Halfway Point Park Pedestrian Loop Trail: The developer shall construct to Conceptual Trails Plan standards a combined pedestrian and handicapped accessible trail with a minimum tread width of 5’ and an easy level of difficulty beginning at the small (45 space) parking lot east of the clubhouse, then running around the entire boundary of Half Way Point Park (Lot H) to the large (150 space) parking lot on the west side of the clubhouse. The Director of Community Development may allow a steeper trail in some areas if required by natural grade conditions. This trail shall connect with the pedestrian trails required in Conditions Nos. Y.14 and Y.15, and the combined pedestrian and handicapped accessible trail required in Condition Y.6. (Cross Reference California Coastal Commission, Special Condition 3.A.16)

14. Sewer Easement Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a pedestrian trail with a minimum tread width of 4’ and an easy to intermediate level of difficulty beginning at the eastern boundary of Half Way Point Park (Lot H), east along the upper edge of "Slide Scarp C" (north of Golf Hole No. 18) to the bluff edge generally in the center of Golf Course Lot No. 38. The upper portion of the trail (north of Golf Course Hole No. 18) may be used by golf carts and maintenance vehicles, and the tread width may be increased accordingly. This trail shall connect to the pedestrian trails required in Conditions Y.13 and Y.15 (Cross reference portions of California Coastal Commission, Special Condition 3.A.13).

15. Bluff Top Activity Corridor Combined Bicycle Path and Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards an off-road bicycle path and pedestrian trail with a minimum tread width of 8’ and an easy to intermediate level of difficulty beginning from the eastern boundary of Half Way Point Park (Lot H), running parallel to the bluff top through the Bluff Top Public Access Corridor (Lot K) to the eastern tract boundary at La Rotonda Canyon. This combined path/trail shall connect to the combined off-road bicycle path and pedestrian trails on the west side of La Rotonda Canyon required in Condition No. Y.12. (Cross California Coastal Commission, Special Condition 3.A.12)

16. Bluff Top Activity Corridor Pedestrian Trail: The developer shall construct to Conceptual Trails Plan standards a soft-footed pedestrian trail with a minimum tread width of 2’ and an easy to intermediate level of difficulty beginning from the eastern boundary of Half Way Point Park (Lot H), along the bluff top through the Bluff Top Public Access Corridor (Lot K) to the eastern tract boundary at La Rotonda Canyon. This trail shall connect to the pedestrian and handicapped trail required in Condition No. Y.13 and the bluff top pedestrian trail located in Vesting Tentative Tract No. 50667 via a bridge across La Rotonda Canyon, constructed by the developer and dedicated for that purpose (Cross Reference California Coastal Commission, Special Condition 3.A.11).

17. Halfway Point Park Beach Access Pedestrian Trail: The developer shall construct to Conceptual Trails Plan Standards a soft-footed pedestrian trail with a minimum tread width of 4’ and an easy to challenging level of difficulty beginning at the terminus of the trail required in Condition Y.13 on the eastern boundary of Half Way Point Park (Lot H) and proceeding down the bluff face through the upper portion of Half Way Point Preserve (Lot F) and through the Bluff Dedication Area (Lot G) and terminating at the shoreline. This trail shall connect with the trail required in Condition Y.13 (Cross reference California Coastal Commission, Special Condition 3.A.7)

18. The developer shall be responsible for the construction of all public trails specified in Conditions Y.2 through Y.17. Construction of said trails shall coincide with the rough grading activity within each workable phase and

shall be completed upon acceptance of all street improvements by the City. Dedication of the public trails shall occur at the time the Final Map is recorded.

19. The developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map a lateral public access easement for passive recreational use from the 25’ contour line seaward to the tract boundary.

20. Where pedestrian trails or bicycle path are located within a common open space lot which is not required to be dedicated to the City of Rancho Palos Verdes or a golf course lot, the developer shall dedicate to the City of Rancho Palos Verdes and record on the Final Map an easement for public trail purposes. Bicycle path easements shall have a minimum width of 12’ and pedestrian trail easements shall have a minimum width of 6’. Where pedestrian trails and bicycle paths are parallel to each other, the required easements may be combined into a single easement as follows: 1) the minimum separation between the adjacent tread widths shall be 3’; 2) the combined easement shall be a minimum of 18’ where there is a 4’ wide pedestrian tread width and a minimum of 19’ where there is a 5’ foot pedestrian tread width (bicycle tread width is 8’ in all cases).

21. Where pedestrian trails and/or bicycle paths are combined with golf cart paths, safety measures in addition to signage shall be explored in order to minimize conflicts between pedestrian/bicyclist and golf carts. Measures that may be required by the Director of Public Works may include, but are not limited to the addition of lane striping. If safety problems arise once the pedestrian trails, bicycle paths and golf cart paths are operational, the Planning Commission may impose additional requirements, including requiring that the pedestrian trails and/or bicycle paths not be combined with golf cart paths.

22. **PRIOR TO ISSUANCE OF ANY GRADING PERMIT, OR PRIOR TO RECORDATION OF ANY FINAL MAP, WHICHEVER OCCURS FIRST,** the developer shall submit a detailed Public Amenities Plan, including signage, specific design standards and placement for all trails, vista points and parking facilities, and other amenities consistent with the Conceptual Trails Plan, subject to the review of the Recreation and Parks Committee, the Directors of Planning, Building and Code Enforcement, Public Works and Parks and Recreation, and approval by the City Council. The Public Amenities Plan shall be in substantial conformance with the program submitted by the developers and described in the "Ocean Trails Conceptual Public Amenities and Coastal Access Program, Rancho Palos Verdes Subregion 7", dated July 1994.

23. The developer shall be responsible for implementation and construction of all amenities detailed in the Public Amenities Plan as required per Condition Y.22 above. Construction of the public amenities shall coincide with the project grading activity and shall be completed upon certification of rough grading.

24. The existing remnant from the World War II facilities located at Halfway Point Park shall be preserved as part of the Public Amenities Plan. A plaque commemorating the facility and describing its use shall be placed at the location.

25. Dedication of the public trails and open space lots shall occur at the time any Final Map is recorded.

26. Construction of the public trails and improvements required in the Public Amenities Plan shall be the obligation of the developer. Construction shall coincide with the project grading activity for each approved workable phase within each tract and shall be completed upon certification of rough grading and/or acceptance of street improvements within each tract. Dedication of the public trails shall occur at the time any Final Map is recorded.

Z. RESIDENTIAL LOTS

NUMBER OF RESIDENTIAL UNITS

1. In addition to the four on-site affordable housing units required in Condition B.1, no more than 23 single family residential units shall be permitted in Tract No. 50666 and no more than thirty six 36 single family residential units shall be permitted in Tract 50667.

2. **PRIOR TO THE ISSUANCE OF ANY BUILDING OR GRADING PERMITS** for the construction of any single-family residence within Tract No. 50667 or opening of the 18-hole golf course, whichever occurs first, the Developer shall enter into an agreement with the City, which is satisfactory to the City Attorney, whereby the developer assumes liability and responsibility for any repairs that are required to be performed to address land failures or subsidence within the open space lots of Tract 50667 which are to be accepted by the City.

3. **PRIOR TO THE FINAL MAP OF TRACT NO. 50666**, the Developer shall enter into an agreement with the City, which is satisfactory to the City Attorney, whereby the developer assumes liability and responsibility for any repairs that are required to be performed to address land failures or subsidence within the open space lots of Tract 50666 which are to be accepted by the City.

PROJECT DESIGN

4. **PRIOR TO THE ISSUANCE OF GRADING PERMITS**, a final project site plan shall be submitted to the Director of Community Development for review and approval, identifying the location of all lots, streets and other lot improvements including drainage structures and features, building pad areas and elevations, and utility easements, as depicted on Vesting Tentative Tract Map Nos. 50666 dated as revised on July 31, 1996, "Ocean Trails Driving Range/Lot Layout Proposed Amendment Tentative Tract No. 50666", dated February 2,

2005 and Vesting Tentative Tract Map No. 50667, dated as revised on June 19, 1996.

5. All single family residential development shall conform to the specific standards contained in this permit or, if not addressed herein, the RS-1 (RPO) development standards of the Development Code shall apply.

6. Any significant changes in the development characteristics of the Residential Planned Development, including but not limited to the number of dwelling units, street and lot configuration or modifications to the finished contours, shall require that an application for a major revision to the Conditional Use Permit be filed. The scope of the review shall be limited to the request for modification and any items reasonably related to the request, and shall be subject to approval by the City Council. Before any minor changes are made to the Residential Planned Development, the Director of Community Development shall report to the City Council a determination of significance.

7. Developers of individual properties shall participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and/or construction plans for each individual residence are submitted to the City for review.

8. No grading or construction of permanent structures on any individual lot shall be allowed closer than twenty-five (25)' to the Coastal Setback Zone.

COMMON OPEN SPACE BONDS

9. A minimum of 30% of the acreage of each residential Tract No. 50666 and No. 50667, exclusive of the golf course area, shall remain as common open space. In Tract No. 50666, the lots considered for the purpose of calculating the minimum required common open space are:

   a. Lot A (West Vista Park) at 1.5 acres in size;
   b. Lot B (Forrestal Canyon) at 5.8 acres in size;
   c. Lot C (Forrestal Canyon Fire Break) at 1.7 acres in size;
   d. Lot D (Portuguese Bend Fire Break) at a minimum of 1.0 acre in size, but up to 1.4 acres in size depending upon the approval of Lot Line Adjustment(s) between the adjacent property owners within the Portuguese Bend Club and the property owner(s) of Lot D, wherein any remaining open space left after the approval of said Lot Line Adjustments shall be retained as part of Lot D; and,
   e. Lot J (Palos Verdes Drive South Frontage) at 2.4 ac

   In Tract No. 50667, the lots considered for the purpose of calculating the minimum required common open space are:

   a. Lot A (La Rotonda Drive Frontage) at 0.5 acres in size;
   b. Lot B (Palos Verdes Drive South Frontage) at 3.1 acres in size;
   c. Lot C (La Rotonda Canyon) at 4.5 acres in size;

d. Lot D (East Vista Park) at 1.2 acres in size; and,
e. Lot H (East Bluff Preserve Fire Break) at 5.0 acres in size.

CC&Rs

10. **PRIOR TO APPROVAL OF THE FINAL MAP**, copies of Covenants, Conditions and Restrictions (CC&R's) shall be submitted to the Director of Community Development and the City Attorney for review and approval. Said CC&R's shall reflect standards provided in Chapter 17.14 (Homeowners' Association) of the Development Code, including those items identified herein, and any applicable conditions of Vesting Tentative Tract Map Nos. 50666 and 50667.

11. All necessary legal agreements and documents, including Homeowners' Association, deed restrictions, covenants, dedication of common open space and development rights, public easements, and proposed methods of maintenance and perpetuation of all common open space, on-site drainage facilities and any other hydrological improvements shall be submitted and approved by the City Attorney and the Director of Community Development **PRIOR TO APPROVAL OF EACH FINAL MAP**. Said CC&R's shall include, but not be limited to, the following provisions:

    a. All provisions required by Section 17.14 (Homeowners' Association} of the City's Development Code.

    b. Membership in the Homeowners' Association shall be inseparable from ownership in the individual lots.

    c. The "Development Standards and Design Guidelines" for the project which identifies all materials which affect structure appearance and use restrictions, including but not limited to architectural controls, structure and roof materials, exterior finishes, walls/fences, exterior lighting, and the standards of development contained in subsections M through V of this document (Grading, Development Plans for Construction of Individual Residences, Private Lot Open Space, Setbacks, Minimum Open Space Requirements of Individual Residences, Building Facades and Rooflines, Heights, Lighting, and Appliances}. A copy of the "Development Standards and Design Guidelines shall be provided by the developer and/or Homeowners' Association to each individual landowner upon purchase of any lot or residence.

    d. All future residential structures, accessory structures, improvements, and/or landscaping shall be subject to review by the Director of Community Development and/or "DRC" as described below in Condition N.1 and construction and installations of said structures and improvements shall conform to the City-approved plans.

    e. Dedicate to the City the right to prohibit construction of residential structures on slopes greater than a 3:1 gradient.

f. Exterior residential lighting shall be limited to the standards of Environmental Protection set forth in Section 17.56 (formally 17.54} of the City Development Code.

g. Lot coverage, setback, height and private open space shall comply with the requirements for each residential structure as detailed in these Conditions of Approval.

h. Requirements for solar installations shall conform to the Development Standards of Section 17.40 and Extreme Slope restrictions of Section 17.48.060 (formally 17.57) of the Development Code.

i. All landscaping (including parkway trees} shall be selected and maintained so that no trees or group of trees obstructs views from the public right-of-way or adjacent properties consistent with City Council policy regarding street trees.

j. No landscaping or accessory structure shall block or significantly obstruct solar access to any lot.

k. Disposal of cuttings of non-native invasive plant species or any ornamental plant species shall be prohibited in common and public open space areas.

l. Identification of all public trail easements for pedestrian and bicycle use. The CC&R's shall also prohibit individually owned structures, accessory structures, fences, walls, hedges, landscaping or any other such obstacle within said trail easements without the written approval from the City Council of the City of Rancho Palos Verdes.

m. The CC&Rs shall prohibit individual landowners from encroaching into the public right-of- way. The CC&Rs shall specify that all costs incurred to remove hardscape/landscape improvements installed by a landowner in violation of the CC&Rs within the public right-of- way shall be borne by the landowner. At the time improvement plans for an individual residence are submitted to the Homeowner's Association (as required in Condition No. Z.24 and the City of Rancho Palos Verdes (as required in Condition No. Z.18) for review, the homeowner shall sign a disclosure stating that it is understood that encroachments into the public right-of-way are prohibited and all unlawful improvements constructed within the public right-of-way shall be removed solely at the landowner's expense. This requirement does not apply to mailboxes, provided that the mail boxes do not exceed the minimum requirements of the United States Postal Service.

n. The requirements of Condition No. P.4 shall be incorporated into the CC&R's for Tract Nos. 50666 and 50667 subject to review and approval by the City Attorney and the Director of Community Development.

12. Within thirty (30) days following recordation of the CC&R's, the developer shall submit a recorded copy of the document to the Director of Community Development.

GRADING FOR CONSTRUCTION OF INDIVIDUAL RESIDENCES

13. Remedial grading, consisting of over-excavation and recompaction for geologic stability which will not alter the contours shown on the approved tract grading plan shall be subject to review and approval by the Director of Community Development. In addition, grading of up to 1,000yd³ for residential use of an individual lot shall be subject to review and approval by the Director of Community Development. Grading in excess of 1,000yd³, or grading to alter the finished pad elevations shall require approval by the Planning Commission.

14. No construction and/or grading on individual lots shall be permitted on 3:1 or greater slopes, with the exception of the following:

    a. Driveway improvements to a partially subterranean garage on Lot Nos. 24 and 25, a basement/patio area for Lot Nos. 24 and 25, and an entry way to Lot No. 25, provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK**. Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY**.

    b. A pool/spa/patio on Lot 29, as depicted on plans prepared by Envirotechno, dated May 4, 2005, which were reviewed by the City Council at their meeting on September 20, 2005, provided that the retaining walls associated with these improvements shall be stepped in height, and shall include landscape planting areas and an aesthetically pleasing veneer to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK**. Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY**.

    c. Grading along the northerly and easterly yard areas of Lot #17 to accommodate an indirect access driveway in the easterly yard area and retaining walls/patio areas in the northerly yard area as shown on the Site Plan/Grading Plan prepared by Tomaro Architecture Incorporated, as reviewed by the City Council at their May 20, 2008 meeting. These improvements may be permitted provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK**. Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY**.

d. Grading along the easterly and westerly yard areas of Lot #18 to accommodate an indirect access driveway, retaining walls and patio area in the easterly yard area and retaining walls in the westerly yard area as shown on the Site Plan/Grading Plan prepared by C.C. Partners Design Build, as reviewed by the City Council at their September 16, 2008 meeting. These improvements may be permitted provided that the retaining walls associated with these improvements are designed in a manner that includes landscape planting to mitigate the impacts of the height of the retaining walls, and an aesthetically pleasing veneer applied to the retaining walls to blend the retaining walls into the hillside. A landscape plan and wall veneer design shall be submitted for review and approval by the Director of Community Development **PRIOR TO SUBMITTAL OF PLANS INTO BUILDING DIVISION PLAN CHECK**. Said improvements shall be installed **PRIOR TO ISSUANCE OF A CERTIFICATE OF USE AND OCCUPANCY**.

PRIOR TO ISSUANCE OF ANY BUILDING/GRADING PERMITS for construction of the specific items noted above, the property owner(s) shall obtain City approval and recordation of an amendment to Final Map No. 50667, adjusting said map notes to permit such specific construction over 3:1 or steeper slopes.

15. All retaining walls shall be subject to review and approval by the Director of Community Development with subsequent reporting to the Planning Commission, if required, for review and approval pursuant to Section 17.76.040 (formally 17.50) of the City Development Code.

16. Foundations and floor slabs cast on expansive soils will be designed in accordance with Los Angeles County Code Section 2907-i.

17. All residential building pad elevations shall substantially conform to the final grading plan for the Final Map in which the lot is located, as approved by the Director of Community Development. Future landowners are prohibited from raising or lowering the approved building pad elevations, except for excavations to accommodate completely subterranean areas (such as basements, wine cellars and storage areas), as provided for by the Development Code. **WITHIN 30 DAYS AFTER FINAL MAP**

APPROVAL, OR BEFORE SALE OF ANY INDIVIDUAL LOT, WHICHEVER OCCURS FIRST, the developer shall submit to the City a "Covenant to Control Building Pad Elevation" for each residential lot, according to the pad elevations specified on the approved final grading plan. All fees associated with recording said covenants shall be paid by the developer.

DEVELOPMENT PLANS FOR CONSTRUCTION OF INDIVIDUAL RESIDENCES

18. **PRIOR TO ISSUANCE OF ANY GRADING OR CONSTRUCTION PERMITS** for individual lots subsequent to the completion of finished pads, final improvement plans for the particular lot and structure shall be submitted to the Director of Community Development and/or Design Review Committee ("DRC") or similar body as described below in Condition Z.22 for review and approval. Said plans shall include, but are not limited to, plot plan, section and elevation drawings, floor plan, grading and exterior lighting plan. The plot plan shall clearly show existing and proposed topography, all proposed structures, all easements and setbacks. The section and elevation drawings shall clearly indicate maximum proposed height and ridge elevation for all structures, fences, walls, accessory structures, and equipment.

19. Unless otherwise specified in these conditions of approval, all structures and development on individual lots shall comply with RS-1 (RPD) development standards.

20. All fencing along interior side and front property lines, if not otherwise addressed in Condition L, shall conform with Section 17.76.030 (formally 17.42) of the Rancho Palos Verdes Development Code.

21. Chain link or other wire fence is prohibited on any portion of any lot, except as otherwise required by project biologist for habitat protection or through Condition L.3.a.

22. Developers of individual properties shall participate in any Design Review Committee ("DRC") or similar body processes in place at the City at the time development and construction plans for each individual residence are submitted.

23. Development and construction plans for each individual residence shall comply with the standards and conditions set forth in the "Development Standards and Design Guidelines" for the tract and shall be incorporated within the CC&R's for each tract and attached hereto by reference as Exhibit "B" and hereby included as a condition of approval. The final version of the "Development Standards and Design Guidelines" shall be reviewed and approved by the Director of Community Development **PRIOR TO THE RECORDATION OF THE CC&RS**. Requests for approval of individual residences shall be reviewed for compliance with said conditions and "Development Standards and Design Guidelines" by the Director of Community Development and/or any Design Review Committee ("DRC") in

place at the time development applications for individual residences are submitted.

24. Upon submittal of proposed development and construction plans for each individual residence to the Director of Community Development as described above in Condition Z.18, individual property owners shall provide written approval of the proposed development obtained from the established Homeowner's Association or any Homeowner's Association Architectural Committee.

25. Landscape planting and irrigation plans for each residential lot within Tract No. 50666 and Tract No. 50667 shall be submitted to the Director of Community Development for review and approval **PRIOR TO INSTALLATION OF ANY IRRIGATION SYSTEM**.

    Further, it shall be the responsibility of each Owner to landscape, irrigate and maintain the front and rear yard areas of their Lot in a clean and attractive condition. Each Owner shall install the front yard landscaping within 120 days of such Owner's initial occupancy of the dwelling located on the Lot. The rear yard landscaping shall be installed within 180 days of such Owner's initial occupation of the dwelling located on the Lot.

26. The developer shall be responsible for keeping the City up to date on the status of each individual lot landscape plan. This shall take the form of a table that lists all of the lots, their date of building permit issuance, date of close of escrow, and the maximum deadline to submit a landscape plan based upon building permit or close of escrow. The developer shall be responsible for submitting an updated table each time a building final is issued and at close of escrow. Landscape and irrigation plans shall be consistent with the standards of the Ocean Trails Water Control Plan. Furthermore, notwithstanding any exemption contained in Chapter 15.34, any single-family lot within Tract No. 50666 or No. 50667 shall comply with Chapter 15.34 with respect to irrigation and drought tolerant plantings as determined by the Director of Community Development.

PRIVATE LOT OPEN SPACE

27. Each residential lot shall provide a private outdoor living area in an amount not less than four hundred 400ft^2 for each bedroom in the unit. This area shall be adjacent to and provide a private, usable area for each dwelling unit.

SETBACKS

28. The following setbacks shall apply for all structures located in Vesting Tentative Tract 50666:

    a. The minimum front yard setback for all structures on an individual lot shall be 35’.

    b. The minimum street side setback on all lots shall be 20’.

c. On lots with a minimum lot size less than 20,000ft² (Lot Nos. 14 through 23), the minimum interior side yard setback shall be ten 10’ on one side, with a minimum total of 30’ on both sides.

d. On lots with a minimum lot size between 20,000ft² and 24,999ft² (Lots Nos. 1, 2, 6, and 13), the minimum interior side yard setback shall be 15’ on one side, with a minimum total of 35’ on both sides.

e. On lots with a minimum lot size of 25,000ft² or greater (Lot Nos. 3 through 5, and 7 through 12), the minimum interior side yard setback shall be 15’ on one side, with a minimum total of 40’ on both sides.

f. The minimum rear yard setback for all structures on an individual lot shall be 35’, with the exception of Lot #22, which may have a rear yard setback of 30’.

29. The following setbacks shall apply for all structures located in Vesting Tentative Tract 50667:

a. Except for Lot Nos. 7 through 16, and 18 through 23, the minimum front yard setback for all structures on an individual lot shall be 35’. On Lot Nos. 7 through 16, and 18 through 23, the minimum front yard setback for all structures on an individual lot shall be 25’.

b. The minimum street side setback on all lots shall be 20’.

c. On lots with a minimum lot size less than 20,000ft² (Lot Nos. 2-16, 18, 19, 22, 23, 29, 30, 33, 34 and 36), the minimum interior side yard setback shall be 10’ on one side, with a minimum total of 30’ on both sides.

d. On lots with a minimum lot size between 20,000ft² and 24,999ft² (Lot Nos. 20, 21, 24, 26-28, 31, 32 and 35), the minimum interior side yard setback shall be 15’ on one side, with a minimum total of 35’ on both sides.

e. On lots with a minimum lot size of 25,000ft² (Lot Nos. 1, 17 and 25), the minimum interior side yard setback shall be 15’ on one side, with a minimum total of 40’ on both sides.

f. Except for Lot Nos. 7 through 16, 18, 19, 23, 35 and 36, the minimum rear yard setback for all structures on an individual lot shall be 35’. On Lot Nos. 11 through 16, 18, 19, 23, 35 and 36, the minimum rear yard setback for all structures on an individual lot shall be 25’. On Lot Nos. 6, 7 and 8 the minimum fuel modification zone/rear yard setback for all structures on an individual lot shall be 50’. However, the fuel modification zone/rear yard setback on Lot Nos. 6, 7 and 8 may be reduced at the time that individual residences are proposed on these lots, provided that alternative fire suppression systems and/or building techniques are incorporated into the design of the residence, such as water sprinkler systems, fire walls, fire retardant materials, etc., to the satisfaction of the Los Angeles County Fire Department and City Building Official. If the fuel modification zone setback is reduced through this subsequent approval, the rear yard setback on Lot Nos. 6, 7 and 8 shall not be less than 25’. On Lot Nos. 9 and 10, the minimum rear yard setback shall be the foundation setback line shown on the approved final Phase I Grading Plan.

30. Any other architectural features or appurtenances shall conform to Section 17.48.030 (E) (formally 17.40.030 (E) of the Rancho Palos Verdes Development Code.

31. Except for driveways, walkways and parking areas, all of the required front and street-side setback areas shall be landscaped. Driveways, walkways, and parking areas shall not cover more than 50% of the required front or street side setback areas. "Turf-block" or landscaped areas that are designed to be driven or parked over (such as grass strips between paved strips) shall be counted as a driveway or parking area for the purpose of calculating landscaping in the front or street side setback area.

32. Except as described below in Condition P.6, no minor or accessory structures, including but not limited to pool equipment and trash enclosures, shall be permitted within any required setback area.

33. Trash enclosures and other minor equipment may be permitted within any interior side yard setback area adjacent to the structure, subject to review and approval of a Minor Exception Permit.

MINIMUM OPEN SPACE REQUIREMENTS OF INDIVIDUAL RESIDENCES

34. The minimum open space requirement for all lots shall not be less than 60% of the lot. Lot coverage shall include the building footprint, driveway and parking area, covered patios, covered walkways, and other accessory structure.

35. The following limitations apply to Maximum Habitable Area of each lot within Tract No. 50667:

1	22,123	6,637	863	7,500
2	15,197	4,559	1,441	6,000
3	15,988	4796	1,204	6,000
4	14,012	4,204	1,797	6,000
5	12,644	3,793	2,207	6,000
6	18,757	5,627	373	6,000

7	15,413	4,624	1,376	6,000
8	16,874	5,062	938	6,000
9	22,128	6,638	862	7,500
10	22,981	6,894	606	7,500
11	13,256	3,977	2,023	6,000
12	12,489	3,747	2,253	6,000
13	13,975	4,192	1,808	6,000
14	17,897	5,369	0	5,369
15	18,603	5,581	0	5,581
16	24,389	7,317	0	7,317
17	36,058	10,000	0	10,000
18	25,405	7,622	0	7,622
19	22,726	6,818	0	6,818
20	23,584	7,075	0	7,075
21	23,765	7,130	0	7,130
22	19,771	5,931	0	5,931
23	18,829	5,649	0	5,649
24	29,654	8,896	1,104	10,000
25	30,730	9,219	781	10,000
26	21,875	6,562	938	7,500
27	23,777	7,133	367	7,500
28	21,149	6,345	1,155	7,500
29	19,010	5,703	297	6,000
30	19,443	5,833	0	5,833
31	20,318	6,095	0	6,095
32	21,646	6,494	0	6,494
33	17,533	5,260	0	5,260
34	18,872	5,662	0	5,662
35	16,594	4,978	0	4,978
36	19,705	5,912	0	5,912

NOTES:

a. Lot areas are based on the depiction shown on recorded Final Map No. 50667. Any changes to the lot areas noted above, shall require a Revision to CUP No. 162 to modify the table above.

b. Total Maximum Habitable Area includes the living area of all structures, and does not include garage, access, driveways, hardscape, and non-habitable basements per the Building Code.

c. No structure on any residential lot(s) shall exceed a maximum of 10,000ft².

d. All subterranean basement areas shall be within the boundaries of the building footprint above.

e. There shall be no changes to the approved pad elevations as a result of the construction of basements.

36. The following limitations apply to Maximum Habitable Area of each lot within Tract No. 50666:

a. Total Maximum Habitable Area of each structure shall not exceed 30% of the Lot Area as depicted on the final recorded map of Tract No. 50666.

b. Total Maximum Habitable Area includes the living area of all structures, and does not include garage, access, driveways, hardscape, and non-habitable basements per the Building Code.

c. No structure on any residential lot(s) shall exceed a maximum of 10,000ft².

d. All subterranean basement areas shall be within the boundaries of the building footprint above.

e. There shall be no changes to the approved pad elevations as a result of the installation of basements.

37. Requests to modify the permitted habitable square footage per lot size category are subject to a Revision to Conditional Use Permit No. 162.

BUILDING FACADES AND ROOFLINES

38. The upper level of all two story residences shall be a minimum of 20% smaller than the footprint of the structure. On the rear and front facades of two story residences, and on the rear facade of all split level lots, a maximum 30% of the second story width shall be permitted to be constructed directly above the first story below. A minimum 70% of the second story width shall be broken up by using either of the following two methods:

    a. A minimum 6' wide second story setback from the first story facade. The setback area would be used as an uncovered deck or roof.

    b. A minimum 6' wide uncovered balcony attached to and extending from the second story facade.

39. The roof of the main structure on each residence shall have a pitch of at least 2 in 12, except where it is necessary to have small areas with less pitch in order to comply with Building Code criteria.

40. On Lot Nos. 13 through 23 within Vesting Tentative Tract No. 50666, the main ridge of the structure shall be parallel to the side property line and generally perpendicular to Palos Verdes Drive South.

41. On Lot Nos. 24, 25, 35 and 36 within Vesting Tentative Tract No. 50667, the main ridge of the structure shall be perpendicular to Palos Verdes Drive South.

42. Roofing materials shall be Class A and non-combustible.

HEIGHTS

43. For the purposes of identifying lot types and approved heights for all primary structures within Vesting Tentative Tract map No. 50666, Lot 1, and Lot Nos. 9

through 13, are designated as Lot Type A. Lot Nos. 2 through 8 are designated Lot Type C. Lot Nos. 14 through 23 are designated as Lot Type D.

44. For purposes of identifying approved heights for all primary structures within Vesting Tentative Tract Map No. 50667, Lot Nos. 4 through 13 are designated as Lot Type A. Lot Nos. 1 and 3 are designated Lot Type B. Lot Nos. 14 through 17 and 30 through 36 are designated Lot Type C. Lot Nos. 18 through 21 are designated Lot Type D. Lot Nos. 22 and 23 are designated Lot Type E. Lot No. 2 is designated Lot Type F. Lot Nos. 24 and 25 are designated Lot Type G. Lot Nos. 26 through 29 are designated as Lot Type H.

45. Building heights for all residential structures are limited as follows:

    a. Lot Type A: 16’
    b. Lot Type B: 15’
    c. Lot Type C: 26’
    d. Lot Type D: 16’ from upper pad, and 26’ from lower pad
    e. Lot Type E: 21’ from upper pad, and 26’ from lower pad
    f. Lot Type F: 15’ from pad of the one-story structure, and 25.3' from the entry to a subterranean garage provided that the ridge height does not exceed 15' from the pad of the one-story structure.
    g. Lot Type G: 16’ from pad of the one-story structure, and 26' from the entry to a subterranean garage and exterior basement patio areas, provided that the ridge height does not exceed 16' from the pad of the one-story structure.
    h. Lot Type H: 26’ from pad of the two-story structure, and 36’ from the exterior grade of the basement patio area, provided that the patio area is located in the side yard and that the ridge height does not exceed 26' from the pad of the two- story structure.

46. All heights shall be measured pursuant to Section 17.02.040 of the Development Code (View Preservation and Restoration Ordinance).

47. The height of all accessory structures shall conform to Section 17.48.050(D) (formally 17.40.050(C)) of the Rancho Palos Verdes Development Code.

48. The subsequent submittal of a Conditional Use Permit Revision to increase the maximum building heights to exceed those specified in Condition S.3 above shall be prohibited. Within 30 days after Final Map approval, or before sale of any individual lot, whichever occurs first, the developer shall submit to the City a "Covenant to Limit Maximum Building Height" for each residential lot, according to the height limits specified in Condition S.3. All fees associated with recording said covenants shall be paid by the developer.

SOLAR SYSTEM

49. All dwelling units shall be designed and constructed so that the plumbing and circulation system will allow utilization of solar energy as part of the hybrid system for providing hot water. Solar panels shall not exceed the ridge line of

the structure on which they are placed.

50. All proposed solar installation shall be reviewed by the Director of Community Development for consistency with the provisions of the Development Code.

LIGHTING

51. Exterior residential lighting shall be limited to the standards of Section 17.56.030 (formally 17.51.030) of the Development Code.

52. A typical residential unit lighting plan shall be submitted to the Director of Community Development for review and approval **PRIOR TO ISSUANCE OF BUILDING PERMITS**, and there shall be no direct off-site illumination from any light source.

APPLIANCES

53. All units shall be required to install and maintain in proper working order an electronic garage door opener for each garage door.

54. All units shall be required to install and maintain low water use plumbing fixtures including, but not limited to, low flow toilets and shower heads.

AA. SEWERS

1. Approval of this subdivision of land is contingent upon the installation, dedication and use of local main line sewer and separate house laterals to serve each lot of the land division.

2. If, because of future grading, or for other reasons, it is found that the requirements of the Plumbing Code cannot be met on certain lots, no building permit will be issued for the construction of homes on such lots.

3. Sewer easements are tentatively required, subject to review by the Director of Public Works to determine the final locations and requirements, **PRIOR TO THE RECORDATION OF THE FINAL MAP**.

4. **PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE SEWER SYSTEM** in each approved phase of the project, the developer shall obtain approval of the sewer improvement plans from the County Engineer Sewer Design and Maintenance Division.

5. **PRIOR TO APPROVAL OF THE FINAL MAP**, the developer shall submit to the Director of Community Development a written statement from the County Sanitation District approving the design of the tract with regard to the existing trunk line sewer. Said approval shall state all conditions of approval, if any, and shall state that the County is willing to maintain all connections to said trunk lines.

BB. STREETS

1. The proposed on-site streets shall be dedicated for public use on the Final Map and designed to the satisfaction of the Director of Public Works. **PRIOR TO RECORDATION OF THE FINAL MAP**, the developer shall submit design specifications for the on-site streets to the Director of Public Works for approval, pursuant to the following specifications:

    a. Paseo Del Mar (between Palos Verdes Drive South and "B" Street) shall be a minimum of 55’ in width, measured from flow line to flow line, including a 10’ wide median. Parkway widths shall be a minimum of 8’ on each side. The total right-of-way width shall be 71’. The Final Map shall reflect these standards.

    b. "A" Street (Paseo Del Mar extension) shall be a minimum of 36’ in width, measured from flow line to flow line. Parkway widths shall be a minimum of 3’ on the north side and 7’ on the south side. The total right-of-way width shall be 46’. The Final Map shall reflect these standards.

    c. "B" Street shall be a minimum of 40’ in width, measured from flow line to flow line. Parkway widths shall be a minimum of 8’ on each side. The total right-of- way width shall be 56’. The Final Map shall reflect these standards.

    d. "E" Street shall be 34’ in width, measured from flow line to flow line. Parkway widths shall be a minimum of 8’ along the southerly side along Street "E", and shall be a minimum of 4’ along the northerly side Street "E". The total right-of-way shall be 46’. The Final Map shall reflect these standards.

    e. A public off-street parking area shall be provided on the southerly side of Palos Verdes Drive South, between Palos Verdes Drive South and "E" Street, west of Paseo del Mar, as part of the West Vista Park. Said parking area shall be at the same grade as Palos Verdes Drive South, shall contain a minimum of 6 parking spaces, and 1 parking space shall be reserved for handicapped use. The design of the off-street parking area and any time restrictions shall be submitted for review and approval by the Director of Public Works. Public parking and access to this area shall be prohibited after dusk.

    f. On-street public parking shall be provided along "A" Street (Paseo Del Mar extension). Said on-street parking area shall contain a minimum of 90 parking spaces and a minimum of 5 parking spaces shall be reserved for handicapped use. The design of the on-street parking area shall be submitted for review and approval by the Director of Public Works.

    g. All streets shall have a vertical type curb. The developer may request roll type curbs, subject to the review and approval of the Director of Public Works.

h. Handicapped access ramps which conform to all standards and specifications in Title 24 of the Uniform Building Code shall be provided at all sidewalks and at all locations where public trails intersect with streets and/or sidewalks in or adjacent to the subject development.

i. Cul-de-sacs shall be designed to the specifications of the Director of Public Works.

j. Street and traffic signs shall be placed at all intersections and/or corners as specified by the Director of Public Works, shall conform to City Standards, and shall be shown on a signage and striping plan to be attached to the street plans.

k. Sidewalks, where required, shall be concrete, a minimum of 4’ wide, and located adjacent to the curb.

l. All proposed streets shall be designed in substantially the same alignment as shown on Vesting Tentative Tract Map No. 50666 Amended Map No. 1, dated as revised on July 31, 1996, and "Ocean Trails Driving Range/Lot Layout Proposed Amendment Tentative Tract No. 50666, dated February 2, 2005".

2. The developer shall be responsible for the design and construction of the realignment of Palos Verdes Drive South from Conqueror Drive to La Rotonda Drive. Plans for the realignment and reconstruction shall be submitted for review and approval by the Director of Public Works **PRIOR TO ISSUANCE OF GRADING PERMITS OR RECORDATION OF THE FINAL MAP, WHICHEVER OCCURS FIRST** and shall include a minimum 14’ wide median from Conqueror Drive to Palos Verdes Drive East and a minimum 10’ wide median from Palos Verdes Drive East to La Rotonda Drive. In addition, the developer shall be responsible for the design and construction of curb and gutter and full median improvements adjacent to the Portuguese Bend Club. The construction and realignment shall also include provisions for the future signalization of the intersections at Palos Verdes Drive South and Forrestal Drive and at Palos Verdes Drive South and La Rotonda Drive, including the installation of all necessary underground facilities and utilities during construction so that subsequent installation of signals at either intersection can be accomplished without requiring future road cuts. With the exception of the improvements between Conqueror Drive and Ocean Trails Drive, construction on the improvements noted above shall be completed **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY RESIDENTIAL STRUCTURES OR PRIOR TO THE OPENING OF THE 18- HOLE GOLF COURSE, WHICHEVER OCCURS FIRST**. Landscape improvements shall be completed **PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY RESIDENTIAL STRUCTURES OR PRIOR TO THE OPENING OF THE 18-HOLE GOLF COURSE, WHICHEVER OCCURS FIRST.** For the roadway improvements and related landscaping between Conqueror Drive and Ocean Trails Drive, the developer shall complete said

improvements **PRIOR TO THE ISSUANCE OF ANY PERMITS FOR HABITABLE STRUCTURES WITHIN TRACT NO. 50666.**

Additionally, the developer shall be responsible for the design and re-construction of La Rotonda Drive, from Palos Verdes Drive South to the end of La Rotonda Drive. **PRIOR TO JUNE 1, 2002 OR IN CONJUNCTION WITH THE CONSTRUCTION OF PHASE 2 OF PALOS VERDES DRIVE SOUTH, WHICHEVER OCCURS FIRST**, the developer shall be responsible for obtaining approval of the structural section of La Rotonda and starting re-construction. The re-construction shall be completed by November 1, 2002.

Further, subject to review and approval by the Director of Public Works, the developer shall be responsible for resurfacing of portions of La Rotonda Road. The re-surfacing shall begin by October 1, 2001 and shall be completed by November 1, 2001.

Nothing in this condition shall preclude the City from requiring the Developer to contribute to the cost of reconstructing Palos Verdes Drive South (25th Street) from La Rotonda Drive to the eastern City limits pursuant to Condition E.8 of this approval, if it is determined that the construction of the Ocean Trails project by the Developer has damaged this street segment. If the City and the Developer do not agree as to whether the construction of the Ocean Trails project by the Developer has damaged this street segment, then they shall mutually agree upon a third party geotechnical engineer (the "Engineer") to make such determination. The Engineer shall determine, as soon as reasonably feasible after his or her appointment, as to whether, and the extent to which, the construction of the Ocean Trails project by the Developer is responsible for having damaged such street segment. The decision of the Engineer shall be binding and non-appealable. If the Engineer determines that the construction of the Ocean Trails project by the Developer is partially or fully responsible for damaging such street segment, then the Developer shall be responsible for making a financial contribution towards the reconstruction costs in proportion to the extent of such damage caused by the construction of the Ocean Trails project by the Developer. Each party shall pay for the costs and expenses of its engineer, with the parties sharing equally the cost of the Engineer. Additionally, if it is determined as set forth above that the Developer is responsible for making a financial contribution towards the reconstruction costs, the Developer shall receive a credit against that cost, due to the additional amount being incurred by the Developer to reconstruct La Rotonda Drive in accordance with this amended condition. The amount of credit shall be equal to the difference between (1) the cost of resurfacing 25th Street from La Rotonda Drive to the easterly City limits plus the cost of resurfacing La Rotonda Drive from Palos Verdes Drive South to the Fire Access Road, and (2) the cost to reconstruct La Rotonda Drive from Palos Verdes Drive South to the Fire Access Road.

3. **PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR THE FIRST**

RESIDENCE WITHIN TRACT NO. 50666 OR TRACT NO. 50667, WHICHEVER OCCURS FIRST, the project shall contribute to the installment of the following street improvements based on a "fair share" of the cost as determined by the Director of Public Works, which will be allotted only to new traffic:

a. Construction of a second westbound left-turn lane at the intersection of Hawthorne Boulevard and Palos Verdes Drive West.

b. Construction of a second eastbound left-turn lane and a second southbound right-turn lane at the intersection of Western and 25th Street, if approved by the City of Los Angeles. The developer shall be responsible for contacting the appropriate agencies in the City of Los Angeles and shall provide necessary documentation to the City of Rancho Palos Verdes Director of Public Works, including a letter of approval from the City of Los Angeles, for determination of the project's fair share of the cost for improvements to the above intersection.

4. The developer shall pay traffic impact fees **PRIOR TO RECORDATION OF THE FINAL MAP** in an amount determined by the Director of Public Works upon the completion of all on-site public improvements, including, but not limited to, streets, drainage, and utility improvements.

5. **PRIOR TO RECORDATION OF THE FINAL MAP, OR PRIOR TO ISSUANCE OF GRADING PERMITS, WHICHEVER OCCURS FIRST**, the developer shall process an application for vacation of the portions of the street right-of- way along Paseo del Mar which are to be developed for golf course uses, with the exception of the portion of the undeveloped Paseo del Mar right-of-way seaward of the Ocean Terraces Condominiums, which shall be retained for emergency fire access purposes, pursuant to Condition BB.6.

6. **PRIOR TO THE ACCEPTANCE OF THE STREET IMPROVEMENTS BY THE CITY**, the developer shall construct an all-weather emergency fire access road in the undeveloped portion of the Paseo del Mar right-of- way in compliance with the plan reviewed and approved by the Los Angeles County Fire Department. The Director of Community Development shall work with the Los Angeles County Fire Department to determine the final material used for the all-weather road surface in order to discourage use of this emergency fire access road by unauthorized users (such as bicyclists, golfers and roller skaters).

7. Any street names and house numbering plans shall be provided to the City by the developer for approval by Director of Public Works **PRIOR TO THE RECORDATION OF THE FINAL MAP**.

CC. TRASH ENCLOSURES

1. All trash enclosure walls shall be a maximum of 6’ in height and designed to

accommodate recycling bins and shall have solid, self-closing gates and be integrated into the building design.

DD. UTILITIES

1. All utilities exclusively serving the site and to and on the lots and golf course shall be provided underground, including cable television, telephone, electrical, gas and water. All appropriate permits shall be obtained for their installation. Cable television, if utilized, shall be connected to the nearest trunk line at the developer's expense.

EE. VESTING TENTATIVE TRACT MAP NOS. 50666 AND 50667

1. If signatures of record or title interests appear on the Final Map, the developer shall submit a preliminary guarantee. A final guarantee will be required at the time of filing of the final map with the County Recorder. If said signatures do not appear on the final map, a preliminary title report/guarantee is needed that covers the area showing all fee owners and interest holders. The account for the preliminary title report guarantee shall remain open until the Final Map is filed with the County Recorder.

2. The Final Map shall clearly delineate and label the "Coastal Setback Zone" line as established in the City's Coastal Specific Plan. A note shall be placed on the map stating that no permanent structures (except for structures associated with public amenities or unless as allowed by another project condition of approval) shall be allowed closer than 25’ to the Coastal Setback Zone. This area shall be designated on the final map as a "Building/Grading Restriction" area. All residential lots shown on the Final Map shall provide for a minimum buildable area of 3,000ft² of contiguous area, exclusive of required setbacks and any portions of the lot located seaward of the Building Grading Restriction Line, or they shall be eliminated from the Final Map.

3. The City's fee for processing a Final Map shall be paid within 6 months of approval of the Vesting Tentative Tract Map by the last responsible public agency.

4. Pursuant to Development Code Section 17.86.070 (formally 17.67.090), this approval shall expire 24 months from the date that the Coastal Permit associated with this Vesting Tentative Tract Map is approved by the last responsible agency, unless the Final Map has been recorded. Three extensions of up to 1 year each, may be granted by the City Council, if requested in writing **PRIOR TO EXPIRATION**.

5. The developer shall supply the City with one mylar and one print of the recorded Final Map within 30 days of recordation of Final Map.

6. In compliance with Fish and Game Code Section 711.4, the developer shall submit to the City a cashier's check payable to the Los Angeles County Clerk in the amount of $850.00 for a filing fee and a cashier's check in the amount of $25.00 for a documentary handling fee within 48

hours of City approval of these permits. The developer shall also pay any fine imposed by the Department of Fish and Game, if required.

7. **PRIOR TO RECORDATION OF THE FINAL MAP**, pursuant to Section 66442 of the Government Code, the subdivider shall obtain clearances from all affected departments and divisions, including a clearance from the Director of Public Works for the following items: mathematical accuracy, survey analysis, correctness of certificates and signatures, etc.

8. **PRIOR TO THE APPROVAL OF THE FINAL MAP,** for Vesting Tentative Tract No. 50666, the developer shall submit for review and approval by the City Council, a revision to Conditional Use Permit No. 162 that improves views by reducing some of the ridge heights within Vesting Tentative Tract No. 50666.

   Revision options available to the developer may include, but are not limited to, lowering pad elevations, lowering the maximum building height, creating two-story split level pads which may result in increasing lot size and buildable area, revising setbacks, or other methods.

9. All natural and created slopes greater than 3.1 shall be designated as Restricted Use Areas with a note on the Final Map.

10. Unless already dedicated to the City, the developer shall dedicate to the City vehicular access rights to Palos Verdes Drive South and Paseo Del Mar. A note to this effect shall be placed on the Final Map.

11. **PRIOR TO RECORDATION OF THE FINAL MAP**, access to Lots 12 and 13 over Forrestal Canyon shall be provided by a pole for each lot, with a minimum width of 12’ and access shall be via a shared private driveway, with a maximum width of 22’. A note to this effect shall be placed on the Final Map

12. **WITHIN 30 DAYS AFTER FINAL MAP APPROVAL, BEFORE SALE OF ANY INDIVIDUAL LOT, OR PRIOR TO ISSUANCE OF BUILDING PERMITS, WHICHEVER OCCURS FIRST**, the developer shall submit to the City a Covenant to Maintain Property to protect views for each golf course lot and driving range lot. All fees associated with recording said covenant shall be paid by the developer.

SURVEY MONUMENTATION

12. Within twenty-four (24) months from the date of recordation of the Final Map, the developer shall set remaining required survey monuments and center line tie points and furnish the center line tie notes to the Director of Public Works.

13. All lot corners shall be referenced with permanent survey markers in accordance with City Municipal Code. The survey markers shall be inspected and accepted by the City **PRIOR TO THE RELEASE OF THE BOND REFERENCED IN CONDITION M.1**.

FF. WATER

1. The developer shall fund an alternative water source study in an amount not to exceed $50,000. The purpose of the study shall be to investigate the feasibility of developing various alternative water sources for support of the golf course and related facilities including such alternatives as desalinization, reverse osmosis and other similar technologies, water reclamation, use of de-watering wells, etc. However, upon written request, the City Council may waive or delay the requirement to prepare said study.

2. If there are drought conditions at the time the golf course is developed, or if for any other reason the availability of water is scarce, the developer or its successor in interest shall contribute its proportionate share of the cost of developing new water sources for the City, including off-site development, identified in the study required in Condition FF.1. The City or other responsible agency shall determine the amount of the proportionate share by conducting the necessary studies. However, upon written request, the City Council may waive or delay the payment of the contribution, contingent on a determination by the City Council that an alternative water source study is necessary pursuant to Condition FF.1.

3. There shall be filed with the Director of Public Works a statement from the purveyor indicating that the proposed water mains and any other required facilities will be operated by the purveyor, and that, under normal operating conditions, the system will meet the needs of the development and developed tracts. Said statement shall be dated no more than six months **PRIOR TO ISSUANCE OF BUILDING PERMITS FOR THE CLUBHOUSE**. Should the developer receive a qualified "will serve" statement from the purveyor, the City shall retain the right to require the developer to use an alternative water source, subject to the review and approval of the City, or the City shall determine that the conditions of the project approval have not been satisfied. Said statement shall be required **PRIOR TO RECORDATION OF THE FINAL MAP**.

4. At the time the final subdivision improvement plans are submitted for checking, plans and specifications for the water system facilities shall be submitted to the Director of Public Works for checking and approval and shall comply with the Director of Public Works' standards. Approval for filing of the Final Map is contingent upon approval of the plans and specifications mentioned above.

5. All lots, golf course, and related facilities shall be served by adequately sized water system facilities which shall include fire hydrants of the size and type and location as determined by the Los Angeles County Fire Department. The water mains shall be of sufficient size to accommodate the total domestic and fire flows required for the land division. Domestic flow requirements shall be determined by the Director of Public Works. Fire flow requirements shall be determined by the Los Angeles County Fire Department and evidence of approval by the Los Angeles County Fire Department is required **PRIOR TO**

RECORDATION OF THE FINAL MAP, ISSUANCE OF BUILDING PERMITS FOR THE CLUBHOUSE, MAINTENANCE FACILITY OR AFFORDABLE HOUSING COMPLEX, WHICHEVER OCCURS FIRST. The developer shall be responsible for installation of any fire hydrants or other improvements required by the Los Angeles County Fire Department at the time the public streets are constructed.

6. Framing of structures shall not begin until after the Los Angeles County Fire Department has determined that there is adequate firefighting water and access available to the said structures pursuant to Condition FF.5.

EXHIBIT E

Dedication Map

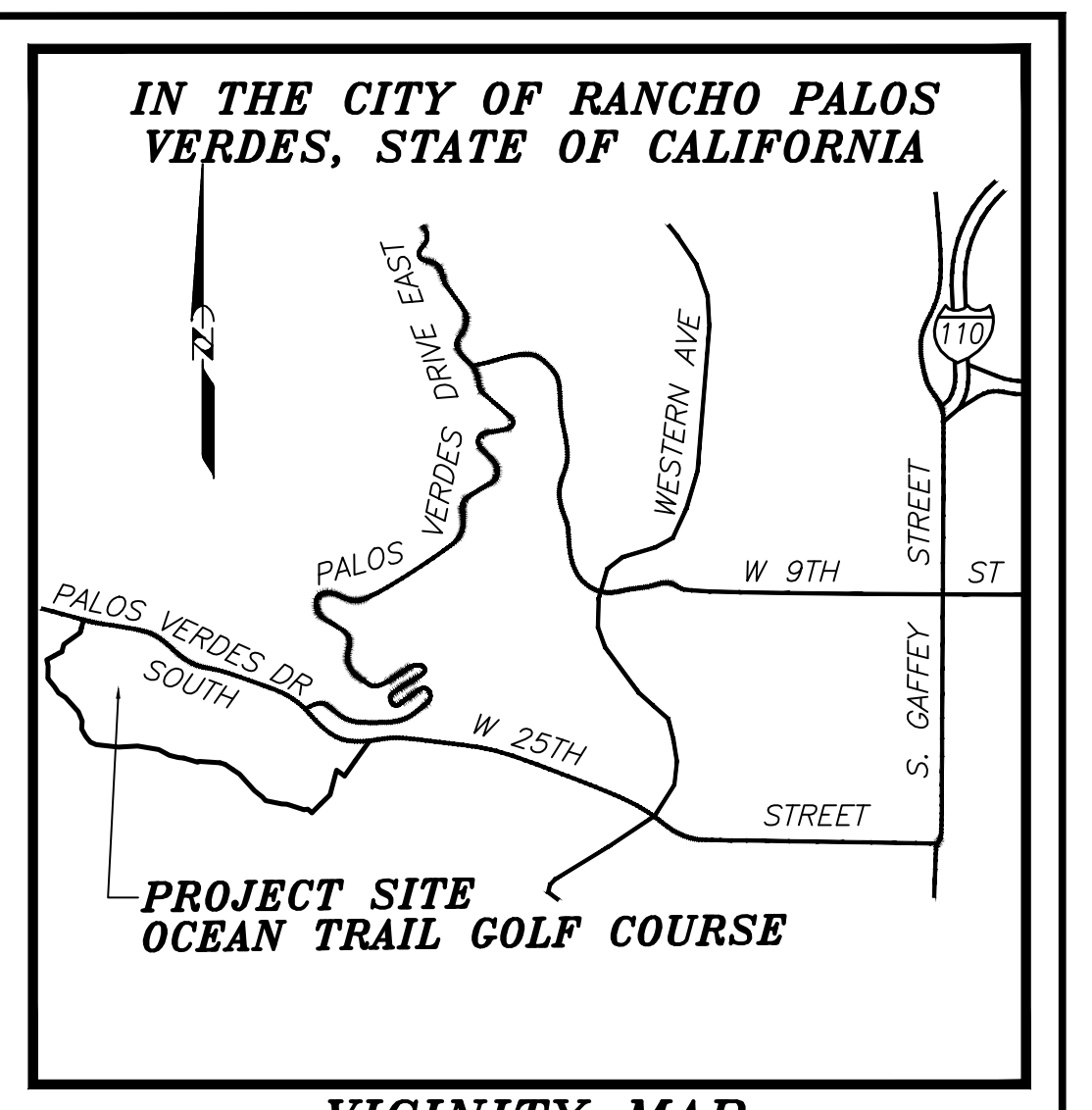
[Attached]

TRUMP NATIONAL GOLF CLUB

CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES

STATE OF CALIFORNIA

PALOS VERDES DRIVE ON-STREET BICYCLE LANE ①
MARILYN RYAN SUNSET POINT PARK
OCEAN VISTA TRAIL ③
OCEAN VISTA BIKEWAY ②
LOT "A"
LOT "B"
LOT "C"
LOT "D"
LOT "E"
LOT "F"
LOT "G"
LOT "H"
LOT "I"
LOT "K"
LOT "L"
TENTATIVE TRACT 50666
TRACT 50667 BK 1241 PG 71-82
DRIVING RANGE LOT 24
PUTTING GREEN LOT 25
GOLF COURSE LOT 26
GOLF COURSE LOT 38
GOLF COURSE LOT 39
WEST PORTAL TRAIL ⑤
WEST PORTAL BIKEWAY ④
CANYON RIM TRAIL AND BIKEWAY ⑩
EL PORTAL BICYCLE TRAIL ⑧
EL PORTAL SIDEWALK ⑨
PORTUGUESE BEND VISTA POINT OVERLOOK
WEST BLUFF TRAIL ⑭ ⑮
CLUBHOUSE CONNECTOR TRAIL ⑰
CLUBHOUSE
PUBLIC PARKING ㉑ ㉒
FLYING GOLFBALL TRAIL ⑬
CATALINA VIEW BIKEWAY ⑫
CATALINA VIEW TRAIL ⑪
CATALINA VIEW TRAIL AND BIKEWAY ⑪⑫
PARK LOOP TRAIL ⑯
HALFWAY POINT PARK
SUNSET TRAIL ⑥
SUNRISE TRAIL ⑱
DUDLEYA TRAIL ⑦
FLAG POLE PARCEL TO BE DEDICATED TO THE CITY PER SEPARATE INSTRUMENT
FLAG POLE ACCESS EASEMENT TO BE CONVEYED TO THE CITY
ADDITIONAL NON-GOLF SETBACK EASEMENT TO BE CONVEYED TO THE DEVELOPER.
ADDITIONAL NON-GOLF SETBACK PARCEL CONVEYED TO THE CITY PER INST. NO. 2006-0295376 O.R.
LEASED PARCEL
NOT A PART
LAKEVIEW TRAIL AND BIKEWAY 6
PRICKLY PEAR TRAIL 5
OCEAN VISTA BIKEWAY 3
OCEAN VISTA TRAIL 4
LA ROTONDA DRIVE ON-STREET BICYCLE LANE
CATALINA VIEW TRAIL 7
SAGEBRUSH WALK TRAIL 7
COASTAL SWITCHBACK TRAIL 8
EAST PORTAL TRAIL 9
PACIFIC OCEAN
BRIDGE
SCALE: 1"=100'
GRAPHIC SCALE



IN THE CITY OF RANCHO PALOS VERDES, STATE OF CALIFORNIA
PALOS VERDES DR SOUTH
W 9TH
W 25TH
STREET
WESTERN AVE
GAFFEY
PROJECT SITE OCEAN TRAIL GOLF COURSE

VICINITY MAP
THOMAS GUIDE P.853, F-6
NOT TO SCALE

SPECIAL CONDITION 1 – OFFER TO DEDICATE IN FEE OPEN SPACE CORRIDORS FOR PARKS, PUBLIC ACCESS AND HABITAT ENHANCEMENT

○	CCC REF.	LOT	DESCRIPTION	TRACT	CURRENT / FUTURE OWNERSHIP	SUPPORTING DOCUMENTS
			A. PARKS			
1	1	A	SUNSET POINT PARK	50666	DEDICATED IN FEE TO THE CITY OF RPV	2011-0719711 O.R. – 05/23/2011
2	1	H	OCEAN TRAILS PARK (HALFWAY POINT PARK)	50666	DEDICATED IN FEE TO THE CITY OF RPV	2006-0295376 O.R. – 02-08-2006
3	2	D	PORTUGUESE BEND OVERLOOK	50666	DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
4	3	K	BLUFF TOP ACTIVITY CORRIDOR	50666	DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
5	4	D	CATALINA VIEW PARK	50667	ACCEPTED BY THE CITY OF RPV *	2006-0295377 O.R. – 02-08-2006
6	5	K	BLUFF TOP ACTIVITY CORRIDOR		ACCEPTED BY THE CITY OF RPV *	2006-0295377 O.R. – 02-08-2006
			B. PASSIVE PARK/HABITAT PRESERVE			
7	1	E	WEST BLUFF PRESERVE	50666	DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
8		F	HALFWAY POINT PRESERVE		DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
9	1	G	THE BLUFF FACE AND BEACH	50666	DEDICATED IN FEE TO THE CITY OF RPV	2011-0719715 O.R. – 05-23-2011
10	2	I	GOLF COURSE BLUFF EDGE HABITAT SETBACK	50666	DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
11	3	G	EAST BLUFF PRESERVE	50667	ACCEPTED BY THE CITY OF RPV *	2006-0295377 O.R. – 02-08-2006
12		I	BLUFF FACE AND BEACH		ACCEPTED BY THE CITY OF RPV *	2006-0295377 O.R. – 02-08-2006
			C. MULTI USE COMMON OPEN SPACE			
13	1	B	FORRESTAL DRAW AND PORTUGUESE BEND CLUB CONNECTOR	50666	DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
14		C	MANAGED FIREBREAK		DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
15	2	A	OPEN SPACE, DRAINAGE AND SLOPE HAZARDS	50667	OWNED BY THE HOA	2007-2841917 O.R. – 12-27-2007
16	2	B	OPEN SPACE, DRAINAGE AND SLOPE HAZARDS	50667	OWNED BY THE DEVELOPER PER —— DEDICATED IN FEE TO THE CITY OF RPV ——	2010-1325320 O.R. – 09-20-2010 PER SEPERATE INSTRUMENT
17		C				
18		H	MANAGED FIREBREAK			
			D. ROADS AND PARKING PUBLIC AREAS			
19			ALL STREET/ROADS	50666	TO BE DEDICATED TO THE CITY OF RPV	ON FINAL MAP OF TRACT 50666
20			ALL STREET/ROAD	50667	ACCEPTED BY THE CITY OF RPV	PER RECORDED MAP OF TRACT 50667
21		L	PUBLIC PARKING	50666	DEDICATED IN FEE TO THE CITY OF RPV	PER SEPARATE INSTRUMENT
22		E	PUBLIC PARKING	50667	ACCEPTED BY THE CITY OF RPV *	2006-0295377 O.R. – 02-08-2006

NOTE: LOT H WAS DEDICATED IN FEE TO THE CITY OF RPV PER INST. 2006-0295376 O.R. – 02-08-2006
LOT H WILL BE QUITCLAIMED BACK TO THE DEVELOPER AND REDEDICATED TO THE CITY PER SEPARATE INSTRUMENT.

* BUT NOT OWNED BY THE CITY, CHANGE OF OWNERSHIP IS REQUIRED.

SPECIAL CONDITION 3 – OFFER TO DEDICATE TRAIL EASEMENTS (WITHIN TRACT 50666)

⬡ CCC REF.	DESCRIPTION	CURRENT / FUTURE OWNERSHIP	SUPPORTING DOCUMENTS
	A. WITHIN VESTING TENTATIVE TRACT MAP 50666		
1	PALOS VERDES DRIVE ON-STREET BICYCLE LANE	NOT SHOWN (WITHIN PUBLIC RIGHT OF WAY)	
🟥 2	OCEAN VISTA BIKEWAY	CITY OWNED – WITHIN PUBLIC RIGHT OF WAY	
🟦 2	OCEAN VISTA BIKEWAY	WITHIN PARCEL TO BE DEDICATED TO THE HOA	
🟥 3	OCEAN VISTA TRAIL	CITY OWNED – WITHIN PUBLIC RIGHT OF WAY	
🟥 4	WEST PORTAL BIKEWAY	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟦 4	WEST PORTAL BIKEWAY	NOT YET ACCEPTED BY THE CITY OF RPV	
🟥 5	WEST PORTAL TRAIL	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟦 5	WEST PORTAL TRAIL	NOT YET ACCEPTED BY THE CITY OF RPV	
🟥 6	SUNSET TRAIL (TORRANCE TRAIL), BEACH ACCESS	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟥 7	SUNRISE TRAIL (SAN PEDRO TRAIL), BEACH ACCESS	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟥 8	EL PORTAL BICYCLE TRAIL	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟥 9	EL PORTAL SIDEWALK	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟦 10	CANYON RIM TRAIL	NOT YET ACCEPTED BY THE CITY OF RPV	
🟥 11	CATALINA VIEW TRAIL	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟥 12	CATALINA VIEW BIKEWAY	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟥 13	FLYING GOLFBALL TRAIL (SEWER EASEMENT TRAIL)	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟧 14	WEST BLUFF TRAIL	NOT YET ACCEPTED BY THE CITY OF RPV	
🟦 15	WEST BLUFF TRAIL	NOT YET ACCEPTED BY THE CITY OF RPV	
🟥 16	PARK LOOP TRAIL	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟥 17	CLUBHOUSE CONNECTOR TRAILS	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
🟥 18	DUDLEYA TRAIL (MID BLUFF TRAIL), BEACH ACCESS	ACCEPTED BY THE CITY OF RPV	2006-0295375 O.R. – 02-08-2006
19	LANDSLIDE BYPASS TRAIL	DOES NOT EXIST	

SPECIAL CONDITION 3 – OFFER TO DEDICATE TRAIL EASEMENTS (WITHIN TRACT 50667)

☐ CCC REF.	DESCRIPTION	CURRENT / FUTURE OWNERSHIP	SUPPORTING DOCUMENTS
	A. WITHIN VESTING TENTATIVE TRACT MAP 50667		
1	PALOS VERDES DRIVE SOUTH ON-STREET BICYCLE LANE	NOT SHOWN (WITHIN PUBLIC RIGHT OF WAY)	
2	LA ROTONDA BIKEWAY	NOT SHOWN (WITHIN PUBLIC RIGHT OF WAY)	
■■■ ■■■ 3	OCEAN VISTA BIKEWAY	OWNED BY THE CITY OF RPV (WITHIN PUBLIC ROW) NOT YET ACCEPTED BY THE CITY OF RPV	
■■■ 4	OCEAN VISTA TRAIL	OWNED BY THE CITY OF RPV (WITHIN PUBLIC ROW)	
■■■ ■■■ 5	PRICKLY PEAR TRAIL	NOT YET ACCEPTED BY THE CITY OF RPV NOT YET ACCEPTED BY THE CITY OF RPV	
■■■ ■■■ 6	LAKEVIEW TRAIL/BIKEWAY	OWNED BY THE CITY OF RPV NOT YET ACCEPTED BY THE CITY OF RPV	2006-0295377 O.R. – 02-08-2006
■■■ 7	CATALINA VIEW TRAIL, THEN SAGEBRUSH WALK TRAIL	OWNED BY THE CITY OF RPV	2006-0295377 O.R. – 02-08-2006
■■■ 8	SWITCHBACK TRAIL (LA ROTONDA POINT), BEACH ACCESS	OWNED BY THE CITY OF RPV	2006-0295377 O.R. – 02-08-2006
■■■ 9	EAST EL PORTAL TRAIL	NOT YET ACCEPTED BY THE CITY OF RPV	2011-0719715 O.R. – 05-23-2011

LEGEND

WITHIN TENT. TRACT 50666

- ▨ PARCELS OWNED BY THE CITY
- 🟥 TRAILS ACCEPTED BY THE CITY.
- 🟧 TRAILS NOT YET ACCEPTED BY THE CITY WITHIN PARCELS TO BE DEDICATED IN FEE TO THE CITY.
- 🟦 TRAILS NOT YET ACCEPTED BY THE CITY WITHIN PARCELS TO BE DEDICATED IN FEE TO THE HOA.
- 🟦 TRAILS NOT YET ACCEPTED BY THE CITY WITHIN PROPOSED PRIVATELY OWNED PARCELS.

LEGEND

WITHIN TENT. TRACT 50667

- ▨ PARCELS OWNED BY THE CITY (LOTS B, C, D, E, G, H, I, K AND NON-GOLF SETBACK LOT).
- 🟨 PARCEL OWNED BY THE HOA (LOT A).
- ■■■ TRAILS WITHIN CITY OWNED PARCELS OR EIGHT OF WAY.
- ■■■ TRAILS NOT YET ACCEPTED BY THE CITY WITHIN PARCELS TO BE DEDICATED IN FEE TO THE HOA.
- ■■■ TRAILS NOT YET ACCEPTED BY THE CITY WITHIN PROPOSED PRIVATELY OWNED PARCELS.

PREPARED FOR:
V H PROPERTY CORP /
TRUMP ORGANIZATION
ONE TRUMP NATIONAL DRIVE
RANCHO PALOS VERDES,
CALIFORNIA 90275
TEL: (310) 345-4501

CALIFORNIA COASTAL COMMISION

TRUMP NATIONAL GOLF CLUB
CITY OWNED PARCELS
CITY OWNED PUBLIC TRAIL EASEMENTS
TRACT 50666 AND TRACT 50667

SCALE:
PROJECT NO:
DATE: 08-08-2018

SHEET 1 OF 1 SHTS

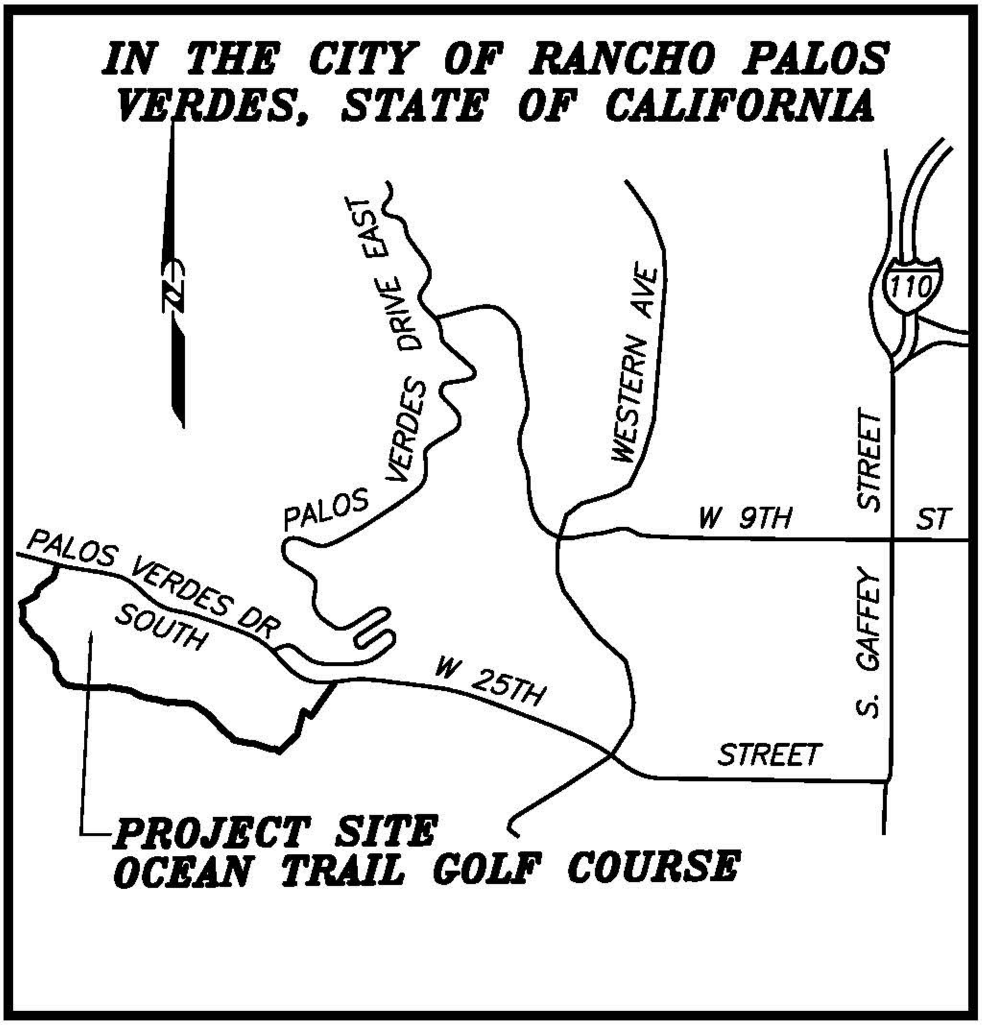
EXHIBIT F

Final Public Amenities Plan

[TO BE COMPLETED AND ATTACHED PRIOR TO CITY COUNCIL REVIEW]

OCEAN TRAILS

CITY OF RANCHO PALOS VERDES, COUNTY OF LOS ANGELES
STATE OF CALIFORNIA


IN THE CITY OF RANCHO PALOS VERDES, STATE OF CALIFORNIA
N
PALOS VERDES DRIVE EAST
WESTERN AVE
110
STREET
S. GAFFEY
W 9TH
ST
PALOS VERDES DR SOUTH
W 25TH
STREET
PROJECT SITE
OCEAN TRAIL GOLF COURSE

VICINITY MAP

THOMAS GUIDE P.853, F-6
NOT TO SCALE

PREPARED FOR:

V H PROPERTY CORP /
TRUMP ORGANIZATION
ONE OCEAN TRAILS DRIVE
RANCHO PALOS VERDES,
CALIFORNIA 90275
TEL: (310) 345-4501

REGISTERED PROFESSIONAL ENGINEER
SELIM RODRIGUE SAWAYA
No. 44179
CIVIL
STATE OF CALIFORNIA

CALIFORNIA COASTAL COMMISION

TRUMP NATIONAL GOLF CLUB

PUBLIC AMENITIES PLAN, TRAIL AND SIGNAGE
TRACT 50666 AND TRACT 50667
IN THE CITY OF RANCHO PALOS VERDES

PAGE 1 OF 31 SHTS

SCALE:
PROJECT NO: 208-006
DATE: June 07. 2018

DATE	NO.	REVISIONS	BY
08/16/2016	C	AS-BUILT TRAILS AS OF JULY 2014, REVISED TRAILS WITHIN TRACT 50666 DUE TO THE THE RECONFIGURATION OF LOTS TO ACCOMODATE A GOLF DRIVING RANGE.	SEC
05/17/1994	B	RELOCATED TRAIL FROM LA ROTONDA TO BLUFF TOP REVISED TR 50667 TO CONFORM TO AMENDED MAP NO. 1	
04/05/1996	A	REVISED GOLF COURSE TO CONFORM TO GOLF COURSE ARCHITECT PLAN REVISED. REVISED TRACT 50667 TO CONFORM TO AMENDED MAP NO. 1	

GENERAL NOTES:

1. ALL PEDESTRIAN PATHWAYS WITHIN THE HALFWAY POINT PARK ARE ILLUMINATED.
2. ALL PUBLIC ACCESS PEDESTRIAN AND BICYCLE TRAILS AS SHOWN ARE MAINTAINED BY THE DEVELOPER.
3. HALFWAY POINT PARK AND MARILYN RYAN SUNSET POINT PARK ARE MAINTAINED BY THE DEVELOPER.
4. ALL AS-BUILT PUBLIC TRAIL ARE PROVIDED WITH FENCE AND/OR RAILING ON THE BLUFF SIDE.

TRAILS WITHIN TRACT 50666

○	TRAIL NAME	TYPE	WIDTH	REMARKS
1	PALOS VERDES DRIVE BICYCLE LANE	CLASS II		ON-STREET
2	OCEAN VISTA BIKEWAY	CLASS I	10'	
3	OCEAN VISTA TRAIL	CLASS I	4'	
4a	WEST PORTAL BIKEWAY BICYCLE LANE	CLASS II		ON-STREET
4b	WEST PORTAL BIKEWAY	CLASS I	8'	
5a	WEST PORTAL TRAIL	CONCRETE SIDEWALK	5'	
5b	WEST PORTAL TRAIL	CLASS I	5' (1)	
6	SUNSET TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS
6a	LAKEVIEW TRAIL	HARD SURFACE (COMBINED)	8'	
6b	LAKEVIEW BIKEWAY			
7	SUNRISE TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS
8	EL PORTAL BICYCLE TRAIL	CONCRETE PATHWAY	8'	
9	EL PORTAL SIDEWALK	CONCRETE SIDEWALK	4'	
10	CANYON RIM TRAIL-FOOT AND BICYCLE	ALL WEATHER HARD SURFACE	15'	
11	CATALINA VIEW TRAIL	SOFT FOOTED	4'	
12	CATALINA VIEW BIKEWAY	ALL WEATHER HARD SURFACE	8'	
13a	FLYING GOLFBALL TRAIL	CONCRETE PATHWAY	8'	
13b	FLYING GOLFBALL TRAIL	SOFT FOOTED	4'	
14	WEST BLUFF TRAIL	SOFT FOOTED	4'	
15	WEST BLUFF TRAIL	SOFT FOOTED	4'	
16	PARK LOOP TRAIL	CONCRETE PATHWAY	9'	
17	CLUBHOUSE CONNECTOR TRAIL	CONCRETE PATHWAY / STAIRS	5'	
18	DUDLEYA TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS

TRAILS WITHIN TRACT 50667

⬡	TRAIL NAME	TYPE	WIDTH	REMARKS
1	PALOS VERDES DRIVE BICYCLE LANE	CLASS II		ON-STREET
2	LA ROTANDA BIKEWAY	CLASS II		ON-STREET
3a	OCEAN VISTA TRAIL	CLASS I	4'	
3b	OCEAN VISTA BIKEWAY	HARD SURFACE	10'	
5	PRICKLY PEAR TRAIL	HARD SURFACE (1)	4'	
6a	LAKEVIEW TRAIL	HARD SURFACE	8'	
6b	LAKEVIEW BIKEWAY	HARD SURFACE	8'	
7a	CATALINA VIEW TRAIL	SOFT-FOOTED	4'	
7b	SAGEBRUSH WALK TRAIL	NATURAL SURFACE SOFT-FOOTED	2'	
8	SWITCHBACK TRAIL	NATURAL SURFACE SOFT-FOOTED	4'	BEACH ACCESS
9	EAST PORTAL TRAIL	SOFT-FOOTED	4'	

(1) UNLESS OTRHERWISE NOTED

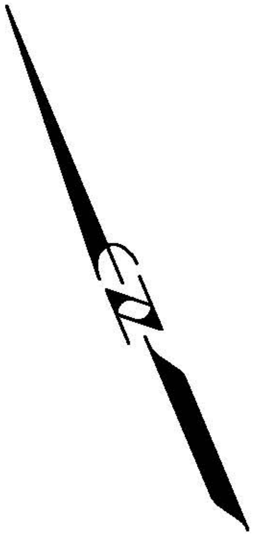
LEGEND

	TRAILS ALREADY CONSTRUCTED	TRAILS TO BE CONSTRUCTED
SOFT-FOOTED PEDESTRIAN TRAIL.	– – – –	———
NATURAL SURFACE PEDESTRIAN TRAIL.	– – – –	———
HARD SURFACE PEDESTRIAN TRAIL.	– – – –	———
HARD SURFACE PEDESTRIAN TRAIL-HANDICAP ACCESS.	– – – –	———
CONCRETE SIDEWALK.	– – – –	———
HARD SURFACE BICYCLE PATH.	– – – –	———
SOFT SURFACE BICYCLE PATH.	– – – –	———
CLASS II BICYCLE LANE.	———	———
EXISTING BRIDGE	– – – –	
EXISTING BENCH	▭ B	
EXISTING PICNIC TABLE	▭ PT	

ⓧ TRAIL TO BE CONSTRUCTED WITHIN TRACT 50666

(X) TRAIL ALREADY CONSTRUCTED WITHIN TRACT 50666

⬡X TRAIL ALREADY CONSTRUCTED WITHIN TRACT 50667



SCALE: 1"=100'

100'
50'
0'
100'
200'

GRAPHIC SCALE

SIGNS

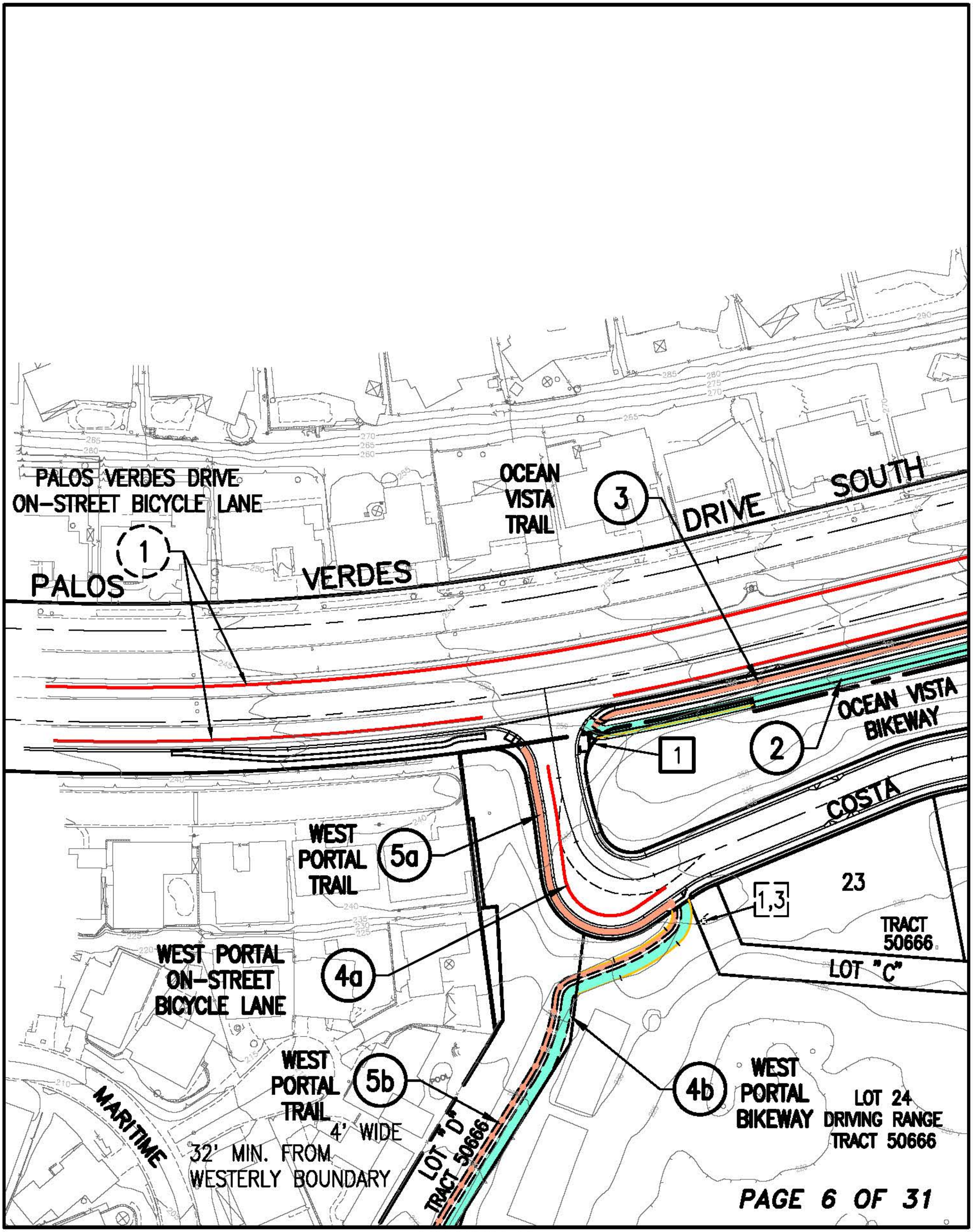
1. TRAIL NAME, DESTINATION, LEVEL OF DIFFICULTY (EASY, MODERATE, CHALLENGING), TYPE (PEDESTRIAN, BICYCLE).
2. HANDICAP ACCESSIBLE TRAIL.
3. BEACH ACCESS TRAIL
4. BIKEWAY NAME, DESTINATION, LEVEL OF DIFFICULTY (EASY, MODERATE, CHALLENGING), TYPE (BICYCLE).
5. END BIKE TRAIL.
6. END BIKE LANE.
7. NO BICYCLE ACCESS.
8. PUBLIC ACCESS PARKING ONLY.
9. PUBLIC RECREATION PARKING ONLY, NO GOLF PARKING.
10. HANDICAP PARKING.
11. WARNING SIGN (BEYOND THIS POINT THE PUBLIC TRAIL IS STEEP AND UNPAVED, PROCEED AT YOUR OWN RISK!).
12. ACTIVE GULF AREA, PROCEED WITH CAUTION.
13. WARNING, DANGEROUS CONDITION DO NOT CLIMB ON OR OVER THE FENCE DON'T EVEN THINK ABOUT IT!
14. NO PERSONS SHALL REMAIN IN ANY PARK BETWEEN ONE HOUR AFTER SUNDOWN AND ONE HOUR BEFORE SUNRISE.
15. ALL DOGS MUST BE ON A LEASH (6 FT. MAX. LENGTH).
16. ALL PETS MUST BE RESTRAINED ON A LEACH (6 FT. MAX. LENGTH). PLEASE PICK UP AFTER YOUR PET!
17. NO ANIMALS (NO ANIMALS PERMITTED ON THE BEACH OR THE OCEAN).
18. PUBLIC RESTROOMS (DIRECTIONAL).
19. CLUBHOUSE AND GRILL OPEN TO THE PUBLIC.
20. DIRECTION TO PUBLIC TRAIL
21. DIRECTION TO PARK, TRAILS, CLUBHOUSE AND RESTAURANTS.
22. GOLFERS ONLY, NO TRAIL ACCESS.
23. GOLFERS ONLY, NO PEDESTRIAN ACCESS.
24. PRESERVE RULES
25. HABITAT AREA
26. NO TRESPASSING, ENDANGERED SPECIES HABITAT.
27. ENVIRONMENTALLY SENSITIVE HABITAT, PLEASE KEEP OUT
28. PARK NAME.
29. WWII PLAQUE.

$\boxed{XX}$ PROPOSED

⚑ PROPOSED SIGN

XX EXISTING

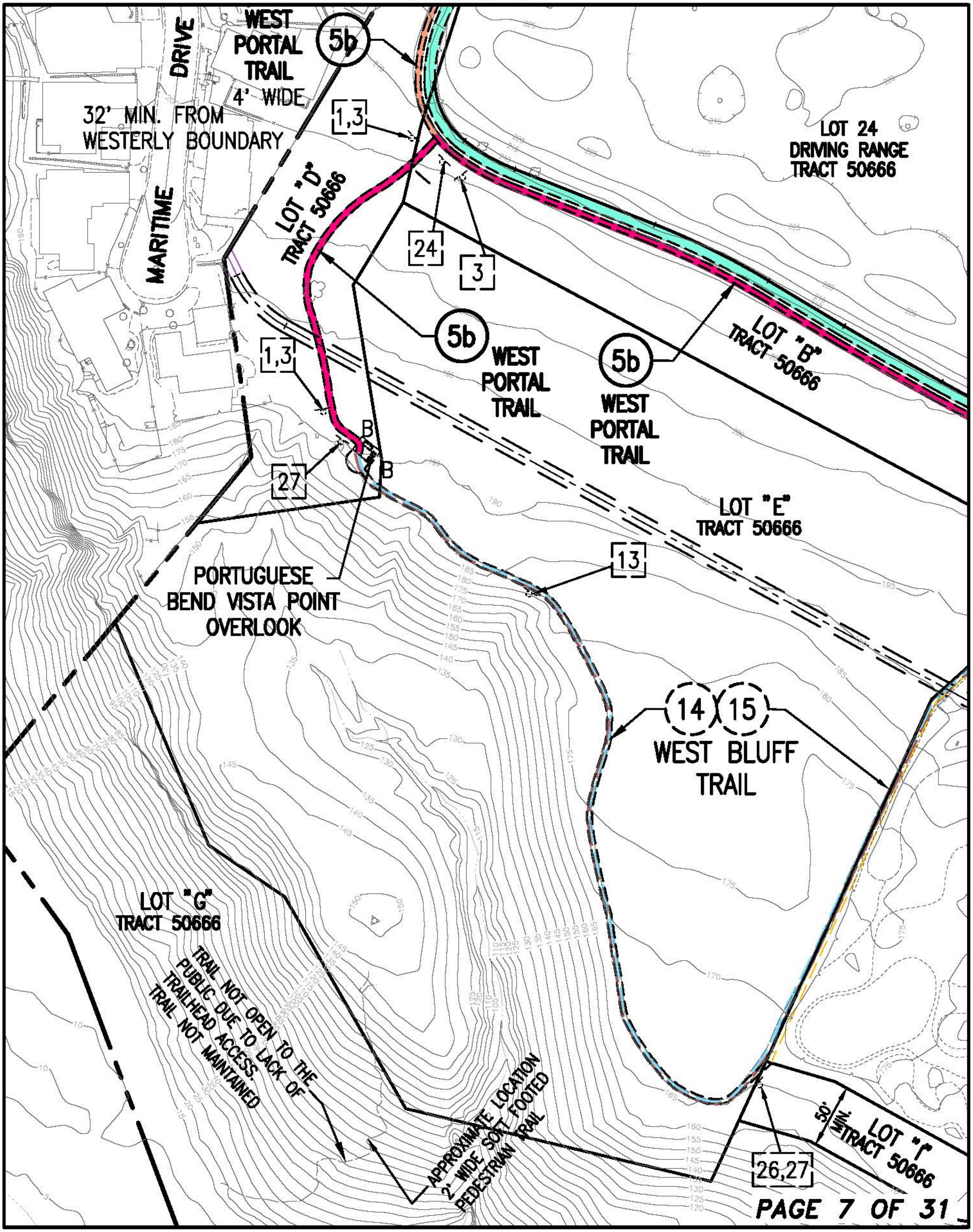
⚐ EXISTING SIGN


PALOS VERDES DRIVE
ON-STREET BICYCLE LANE
1
OCEAN
VISTA
TRAIL
3
PALOS VERDES DRIVE SOUTH
OCEAN VISTA
BIKEWAY
2
1
COSTA
WEST
PORTAL
TRAIL
5a
4a
1,3
23
TRACT
50666
LOT "C"
WEST PORTAL
ON-STREET
BICYCLE LANE
WEST
PORTAL
TRAIL
4' WIDE
5b
POOL
MARITIME
32' MIN. FROM
WESTERLY BOUNDARY
LOT "D"
TRACT 50666
4b
WEST
PORTAL
BIKEWAY
LOT 24
DRIVING RANGE
TRACT 50666
PAGE 6 OF 31

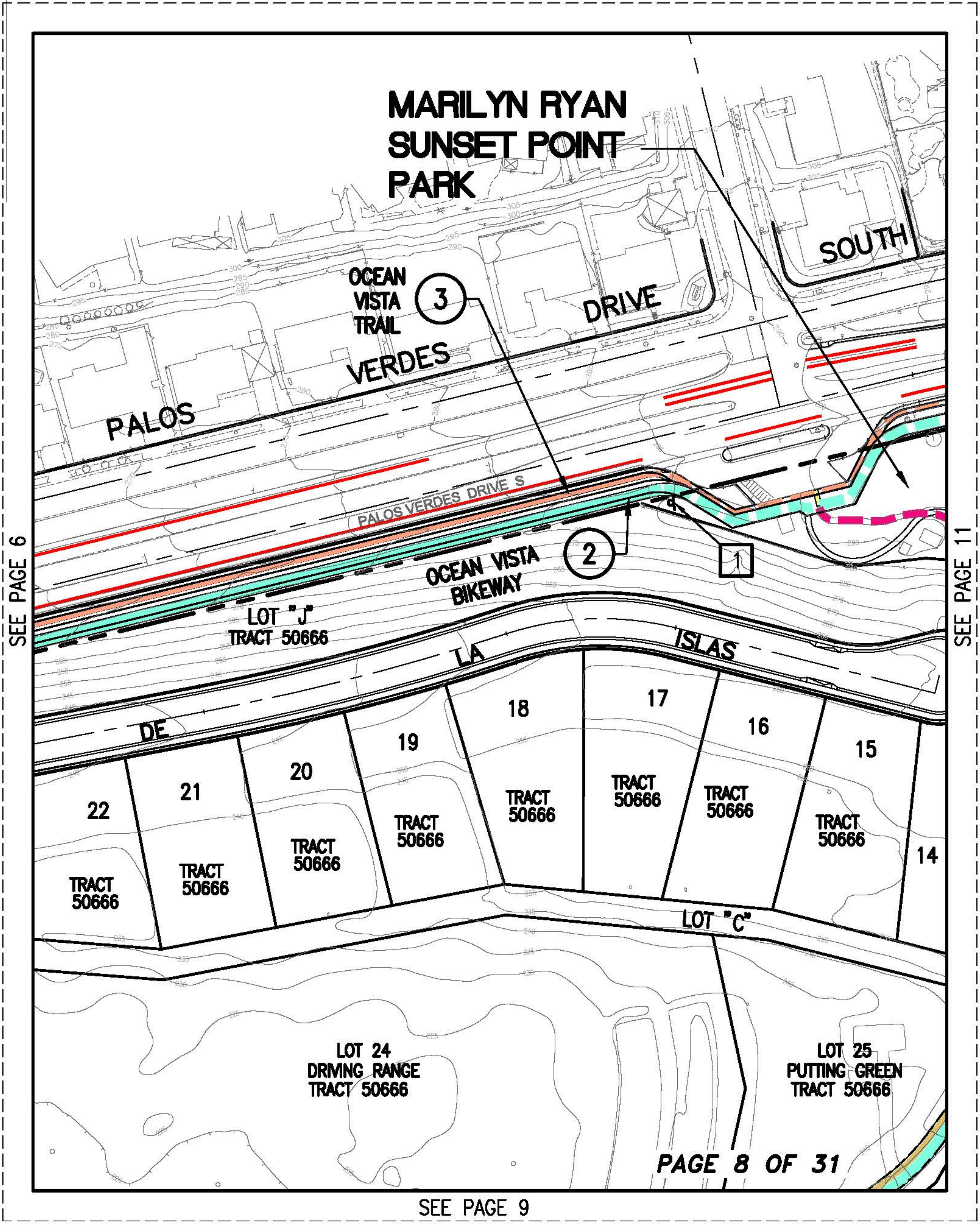
SEE PAGE 8

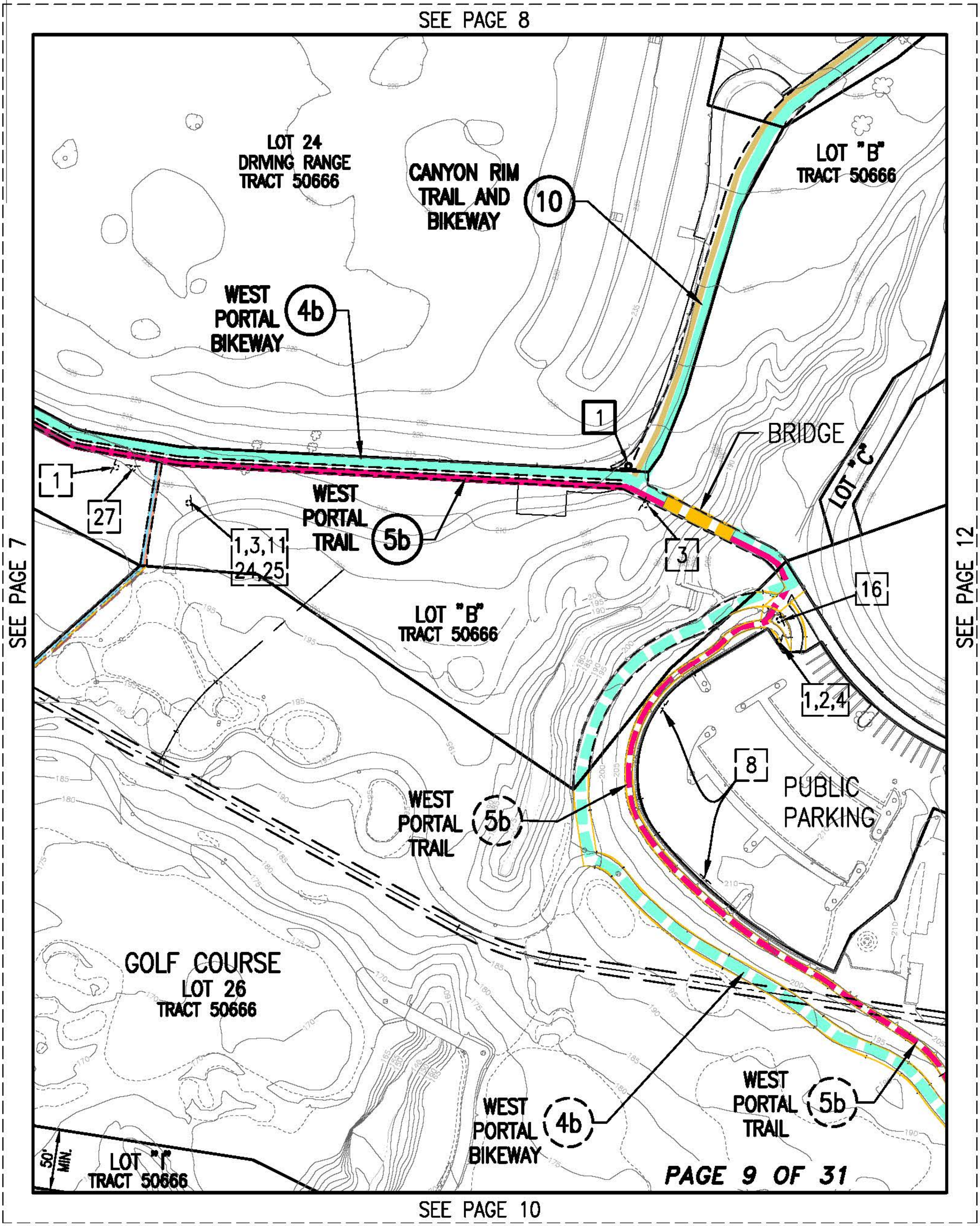
SEE PAGE 7

SEE PAGE 6

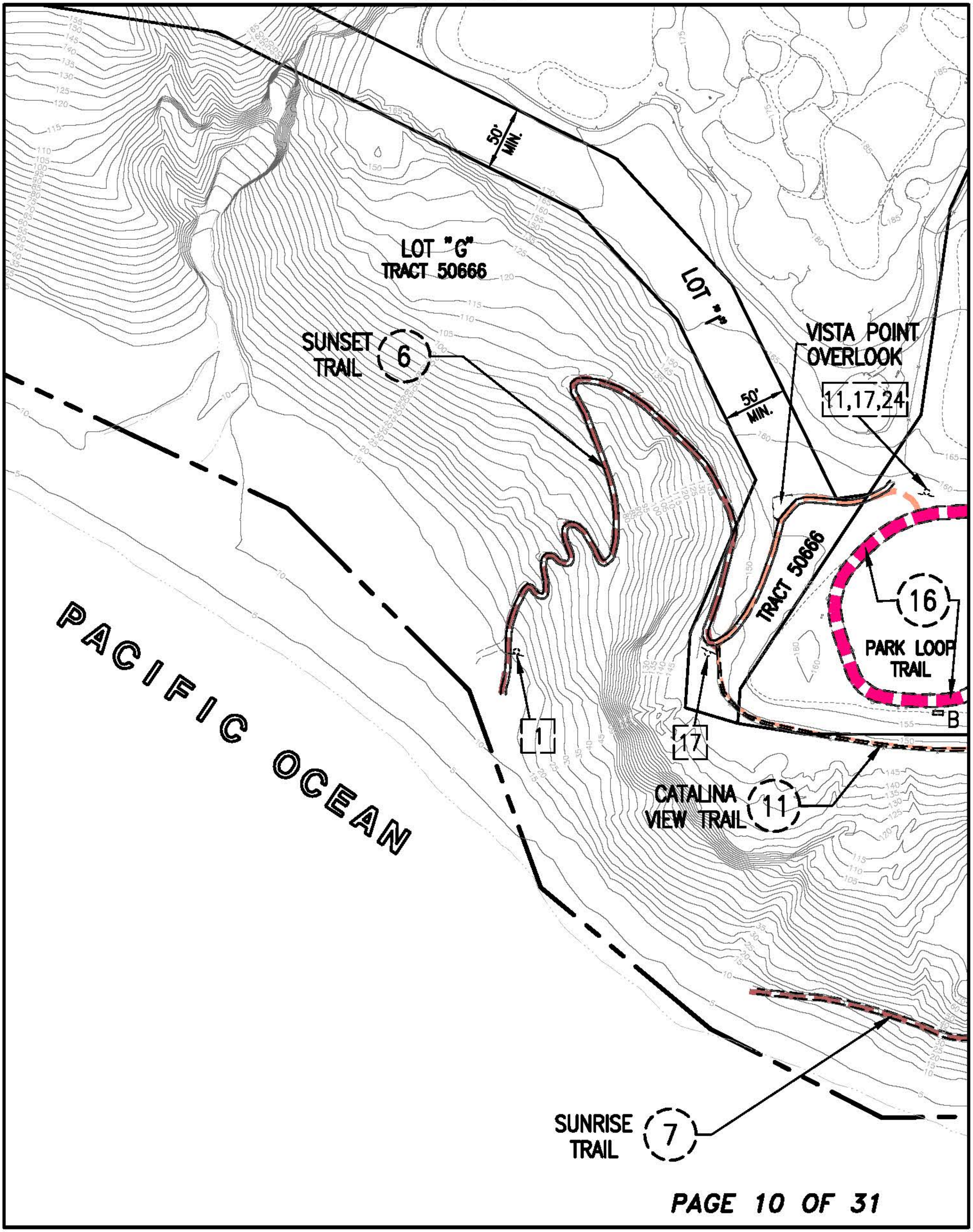

WEST PORTAL TRAIL 4' WIDE
5b
32' MIN. FROM WESTERLY BOUNDARY
MARITIME DRIVE
1,3
LOT "D" TRACT 50666
24
3
LOT 24 DRIVING RANGE TRACT 50666
5b WEST PORTAL TRAIL
5b WEST PORTAL TRAIL
LOT "B" TRACT 50666
1,3
B
B
27
LOT "E" TRACT 50666
13
PORTUGUESE BEND VISTA POINT OVERLOOK
14
15
WEST BLUFF TRAIL
LOT "G" TRACT 50666
TRAIL NOT OPEN TO THE PUBLIC DUE TO LACK OF TRAILHEAD ACCESS. TRAIL NOT MAINTAINED
APPROXIMATE LOCATION 2' WIDE SOFT FOOTED PEDESTRIAN TRAIL
26,27
50' MIN.
LOT "I" TRACT 50666
PAGE 7 OF 31

SEE PAGE 9


MARILYN RYAN
SUNSET POINT
PARK
SOUTH
OCEAN
VISTA
TRAIL
3
DRIVE
VERDES
PALOS
PALOS VERDES DRIVE S
OCEAN VISTA
BIKEWAY
2
1
LOT "J"
TRACT 50666
LA
ISLAS
DE
22
TRACT
50666
21
TRACT
50666
20
TRACT
50666
19
TRACT
50666
18
TRACT
50666
17
TRACT
50666
16
TRACT
50666
15
TRACT
50666
14
LOT "C"
LOT 24
DRIVING RANGE
TRACT 50666
LOT 25
PUTTING GREEN
TRACT 50666
PAGE 8 OF 31
SEE PAGE 6
SEE PAGE 11
SEE PAGE 9

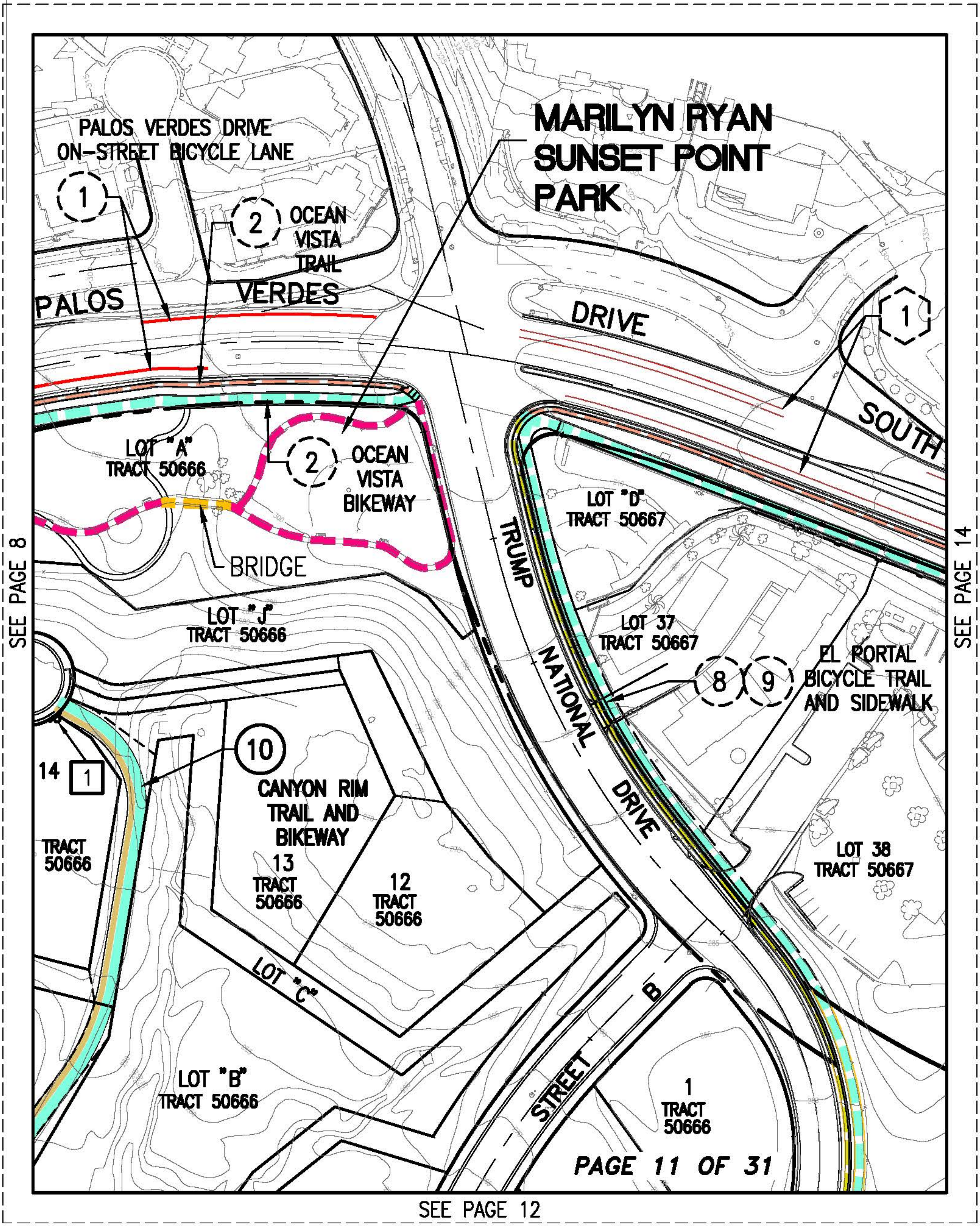

SEE PAGE 8
LOT 24
DRIVING RANGE
TRACT 50666
CANYON RIM
TRAIL AND
BIKEWAY
10
LOT "B"
TRACT 50666
WEST
PORTAL
BIKEWAY
4b
1
BRIDGE
1
27
WEST
PORTAL
TRAIL
5b
1,3,11
24,25
3
LOT "C"
16
SEE PAGE 7
SEE PAGE 12
LOT "B"
TRACT 50666
1,2,4
8
PUBLIC
PARKING
WEST
PORTAL
TRAIL
5b
GOLF COURSE
LOT 26
TRACT 50666
WEST
PORTAL
TRAIL
5b
WEST
PORTAL
BIKEWAY
4b
50' MIN.
LOT "I"
TRACT 50666
PAGE 9 OF 31
SEE PAGE 10

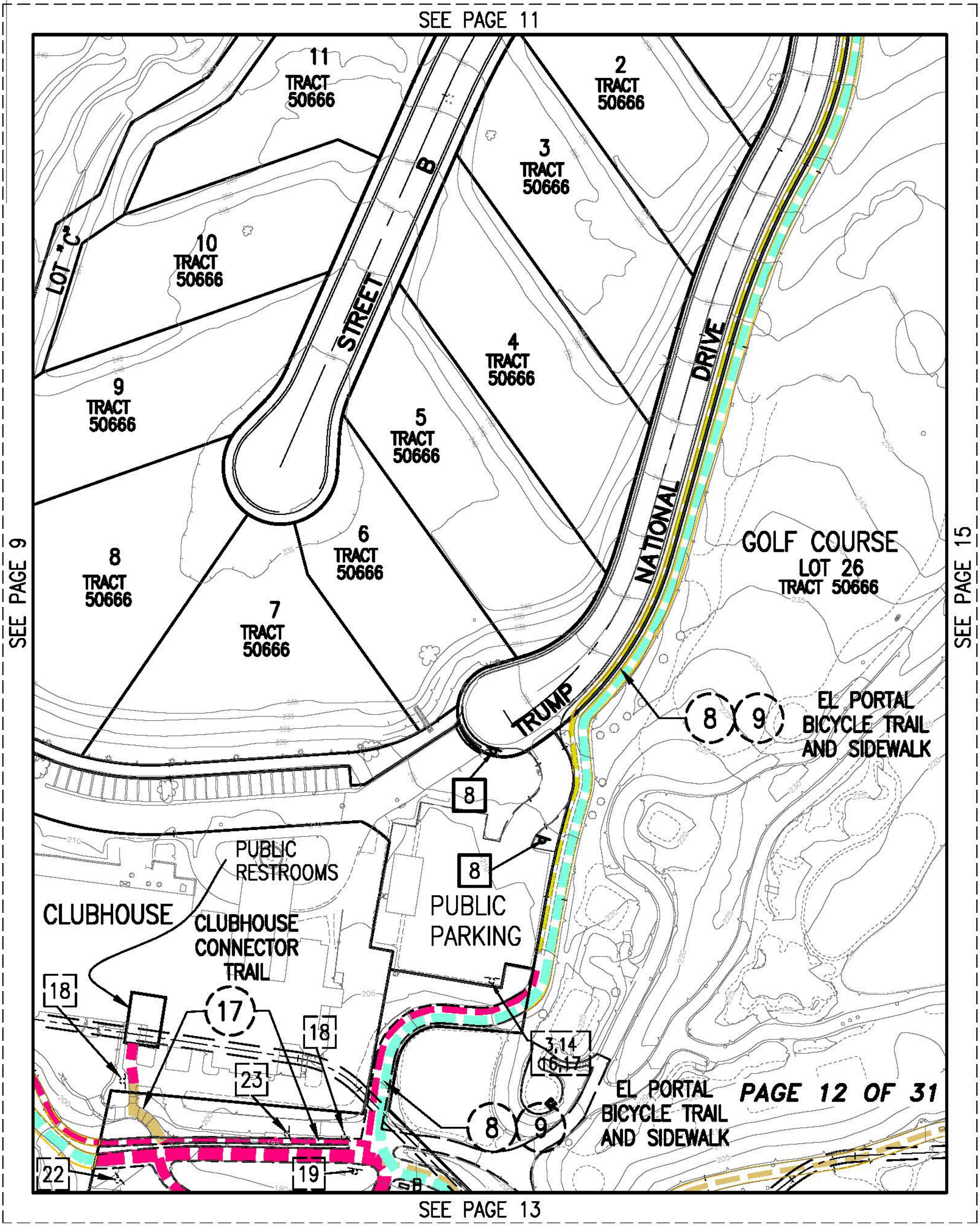
SEE PAGE 9



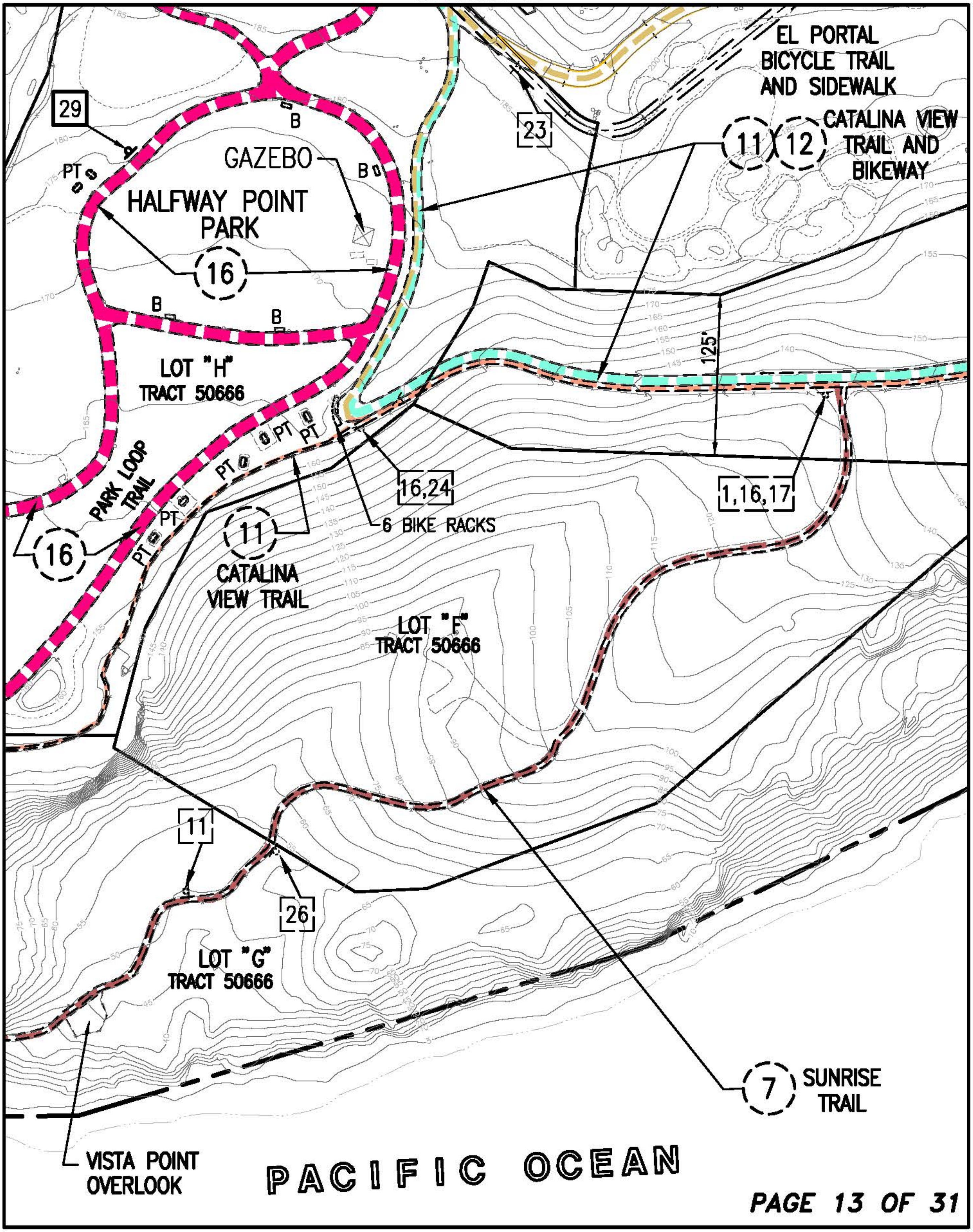
LOT "G"
TRACT 50666
LOT "P"
50' MIN.
50' MIN.
SUNSET TRAIL
6
VISTA POINT OVERLOOK
11,17,24
TRACT 50666
16
PARK LOOP TRAIL
B
1
17
CATALINA VIEW TRAIL
11
PACIFIC OCEAN
SUNRISE TRAIL
7

SEE PAGE 13

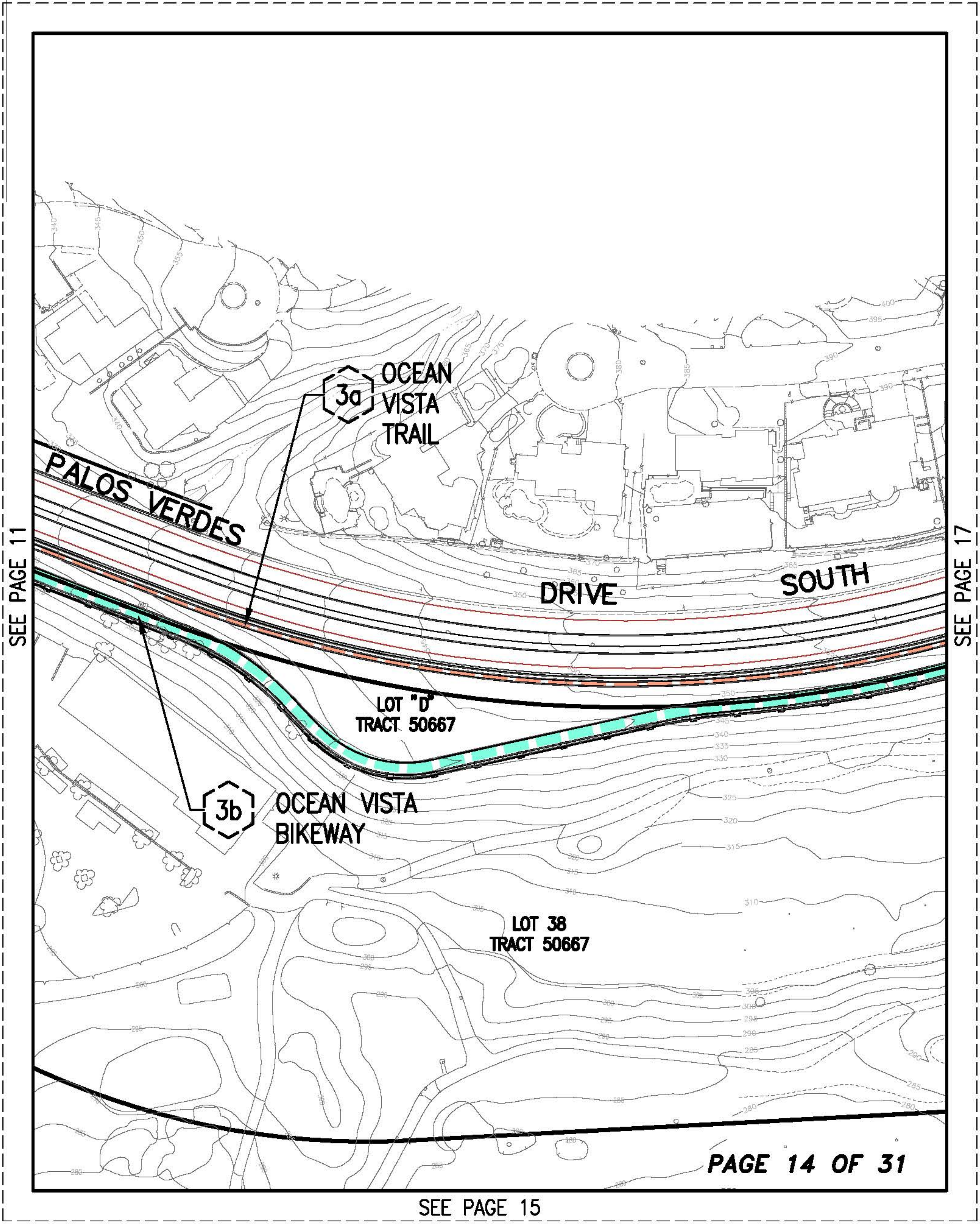

MARILYN RYAN SUNSET POINT PARK
PALOS VERDES DRIVE ON-STREET BICYCLE LANE
1
2 OCEAN VISTA TRAIL
PALOS
VERDES
DRIVE
SOUTH
1
LOT "A" TRACT 50666
2 OCEAN VISTA BIKEWAY
BRIDGE
LOT "D" TRACT 50667
LOT "J" TRACT 50666
TRUMP NATIONAL DRIVE
LOT 37 TRACT 50667
8
9
EL PORTAL BICYCLE TRAIL AND SIDEWALK
10
14
1
CANYON RIM TRAIL AND BIKEWAY
TRACT 50666
13 TRACT 50666
12 TRACT 50666
LOT 38 TRACT 50667
LOT "C"
STREET B
LOT "B" TRACT 50666
1 TRACT 50666
SEE PAGE 8
SEE PAGE 14
SEE PAGE 12
PAGE 11 OF 31


SEE PAGE 11
11 TRACT 50666
2 TRACT 50666
3 TRACT 50666
10 TRACT 50666
LOT "C"
STREET B
4 TRACT 50666
9 TRACT 50666
5 TRACT 50666
6 TRACT 50666
8 TRACT 50666
7 TRACT 50666
TRUMP NATIONAL DRIVE
GOLF COURSE LOT 26 TRACT 50666
SEE PAGE 9
SEE PAGE 15
8
9
EL PORTAL BICYCLE TRAIL AND SIDEWALK
8
8
PUBLIC RESTROOMS
CLUBHOUSE
CLUBHOUSE CONNECTOR TRAIL
PUBLIC PARKING
18
17
18
23
3,14 16,17
EL PORTAL BICYCLE TRAIL AND SIDEWALK
8
9
PAGE 12 OF 31
22
19
SEE PAGE 13

SEE PAGE 12


EL PORTAL BICYCLE TRAIL AND SIDEWALK
23
29
B
GAZEBO
B
PT
HALFWAY POINT PARK
11
12
CATALINA VIEW TRAIL AND BIKEWAY
16
B
B
LOT "H" TRACT 50666
125'
PT
PT
PT
16,24
1,16,17
PARK LOOP TRAIL
PT
PT
PT
11
6 BIKE RACKS
16
CATALINA VIEW TRAIL
LOT "F" TRACT 50666
11
26
LOT "G" TRACT 50666
7
SUNRISE TRAIL
VISTA POINT OVERLOOK
PACIFIC OCEAN
SEE PAGE 10
SEE PAGE 16

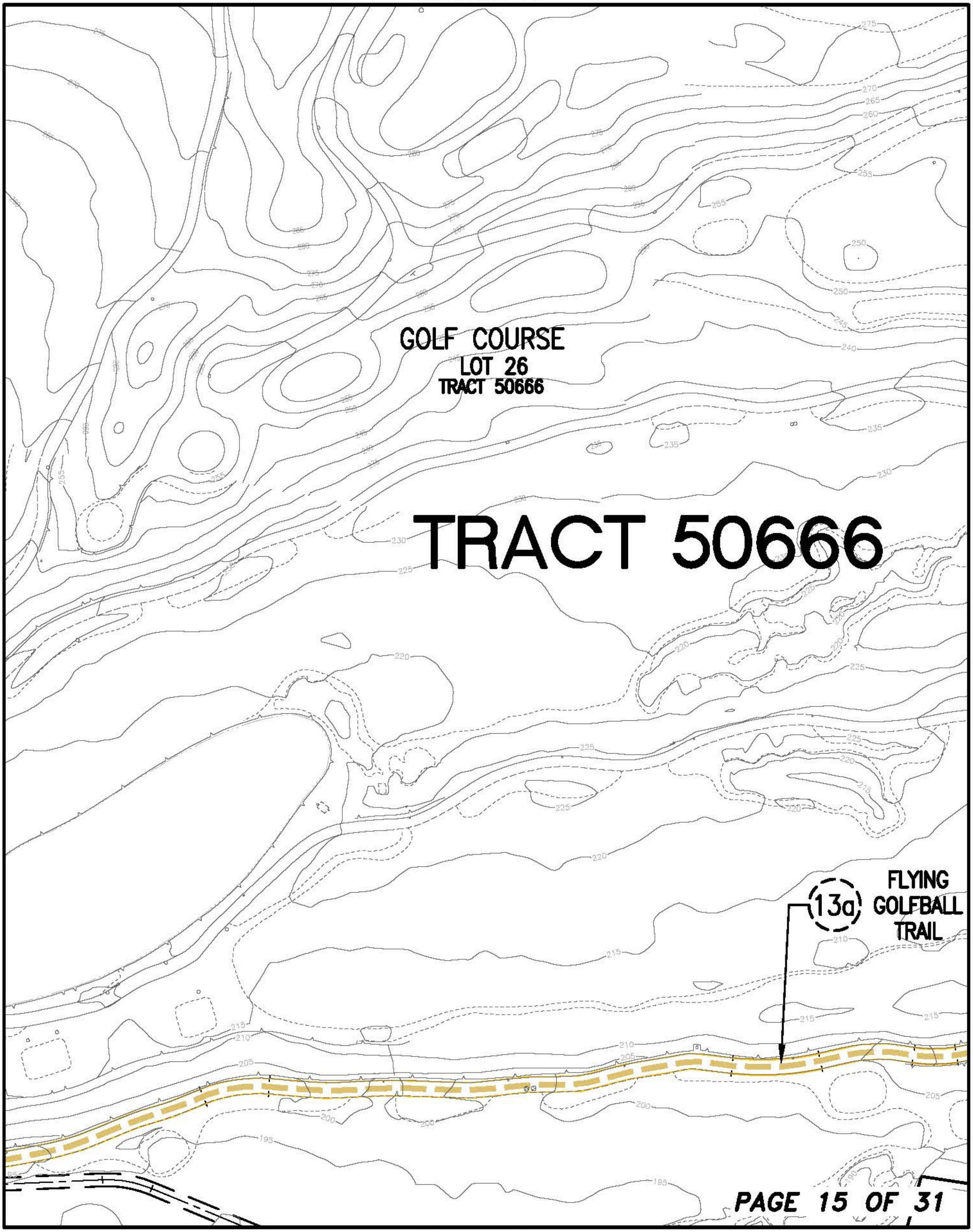
PAGE 13 OF 31


3a
OCEAN VISTA TRAIL
PALOS VERDES DRIVE SOUTH
LOT "D" TRACT 50667
3b
OCEAN VISTA BIKEWAY
LOT 38 TRACT 50667
PAGE 14 OF 31
SEE PAGE 11
SEE PAGE 17
SEE PAGE 15

SEE PAGE 14

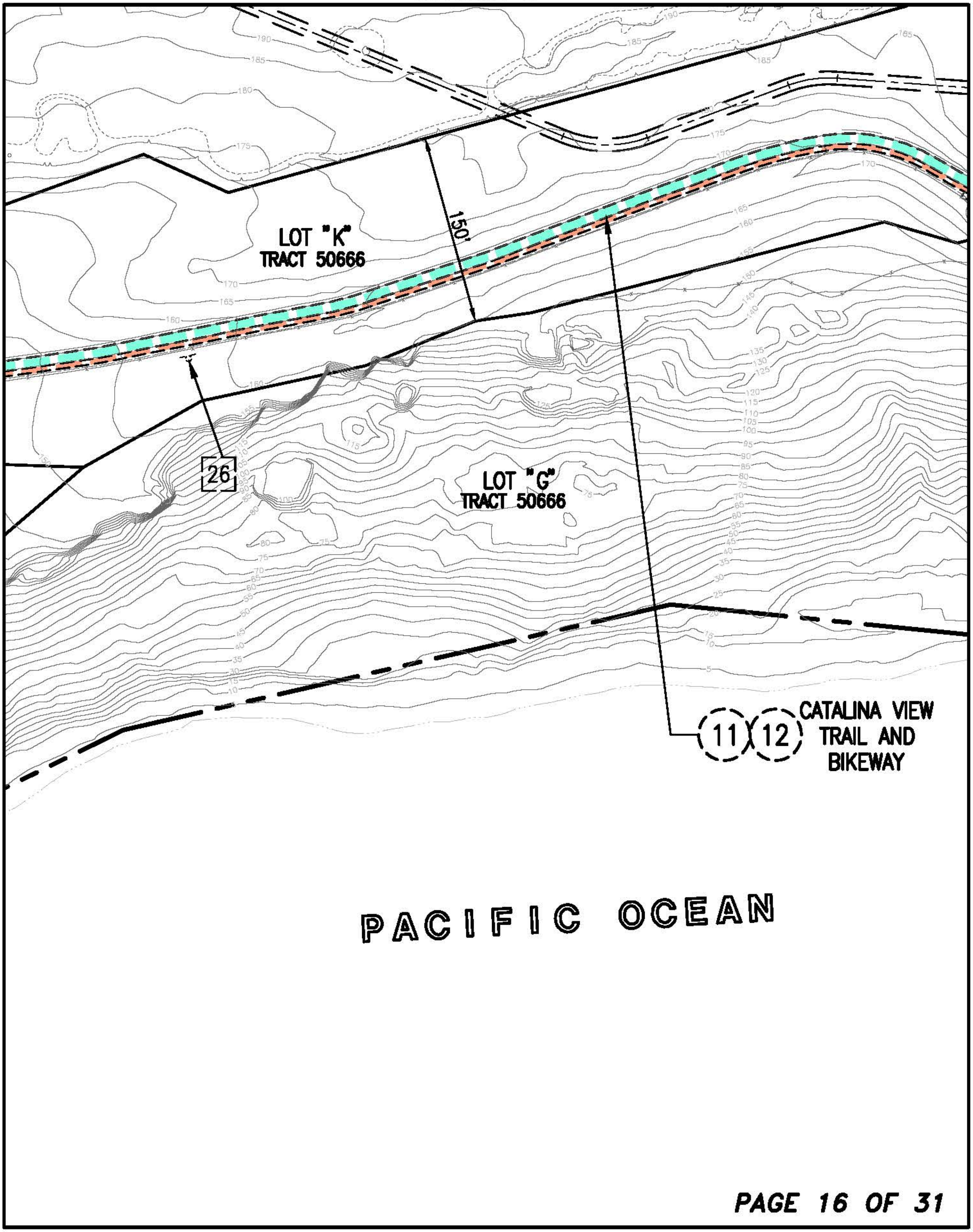
SEE PAGE 12

SEE PAGE 18


GOLF COURSE
LOT 26
TRACT 50666
TRACT 50666
13a
FLYING
GOLFBALL
TRAIL
PAGE 15 OF 31

SEE PAGE 16

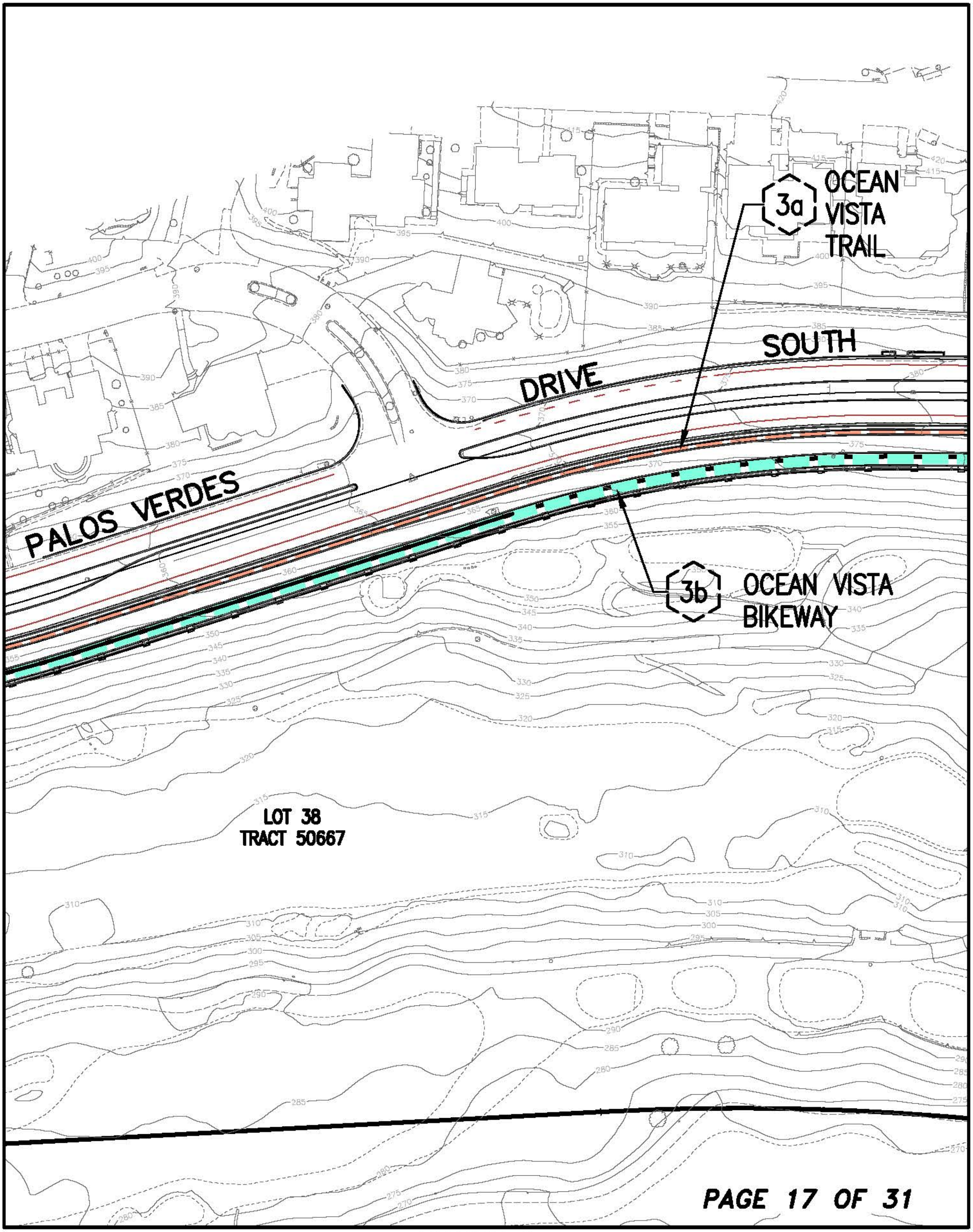
SEE PAGE 15


LOT "K"
TRACT 50666
150'
LOT "G"
TRACT 50666
26
11
12
CATALINA VIEW TRAIL AND BIKEWAY
PACIFIC OCEAN

SEE PAGE 13

SEE PAGE 19

PAGE 16 OF 31



3a
OCEAN VISTA TRAIL
SOUTH
DRIVE
PALOS VERDES
3b
OCEAN VISTA BIKEWAY
LOT 38
TRACT 50667

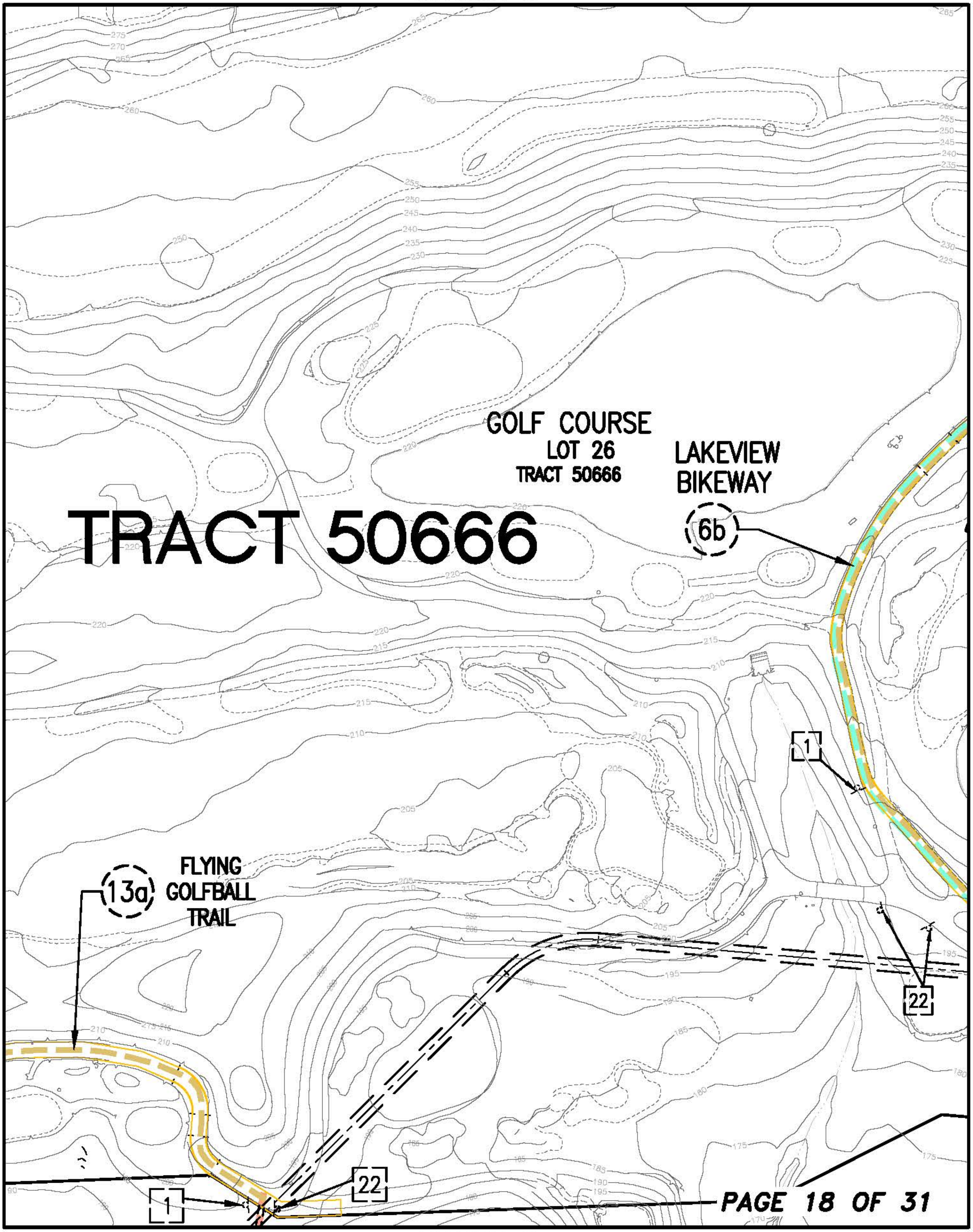
SEE PAGE 14

SEE PAGE 20

SEE PAGE 18

SEE PAGE 17

SEE PAGE 15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PAGE 18 OF 31

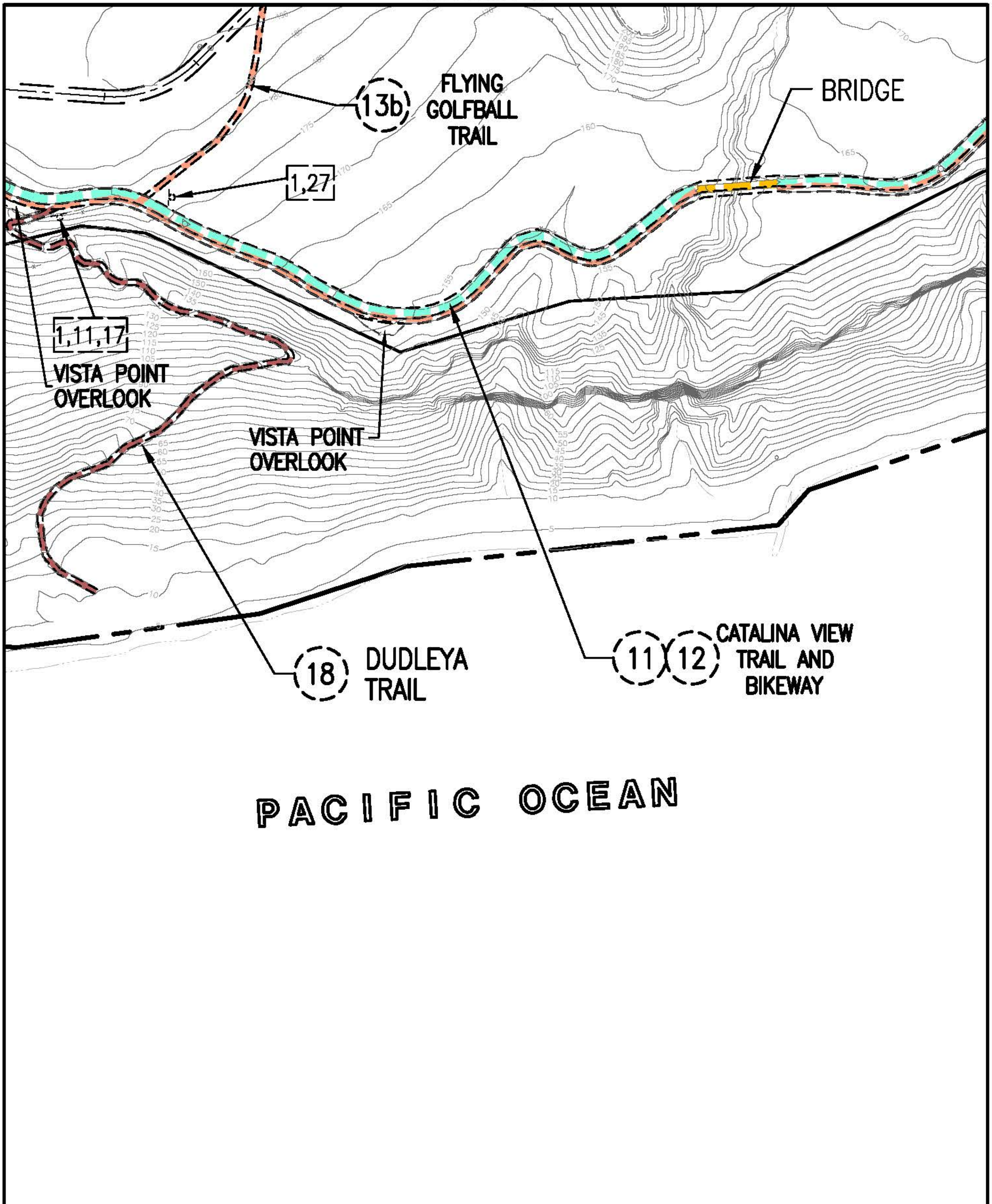
SEE PAGE 21

SEE PAGE 19

SEE PAGE 18

SEE PAGE 16

SEE PAGE 22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CATALINA VIEW TRAIL AND BIKEWAY
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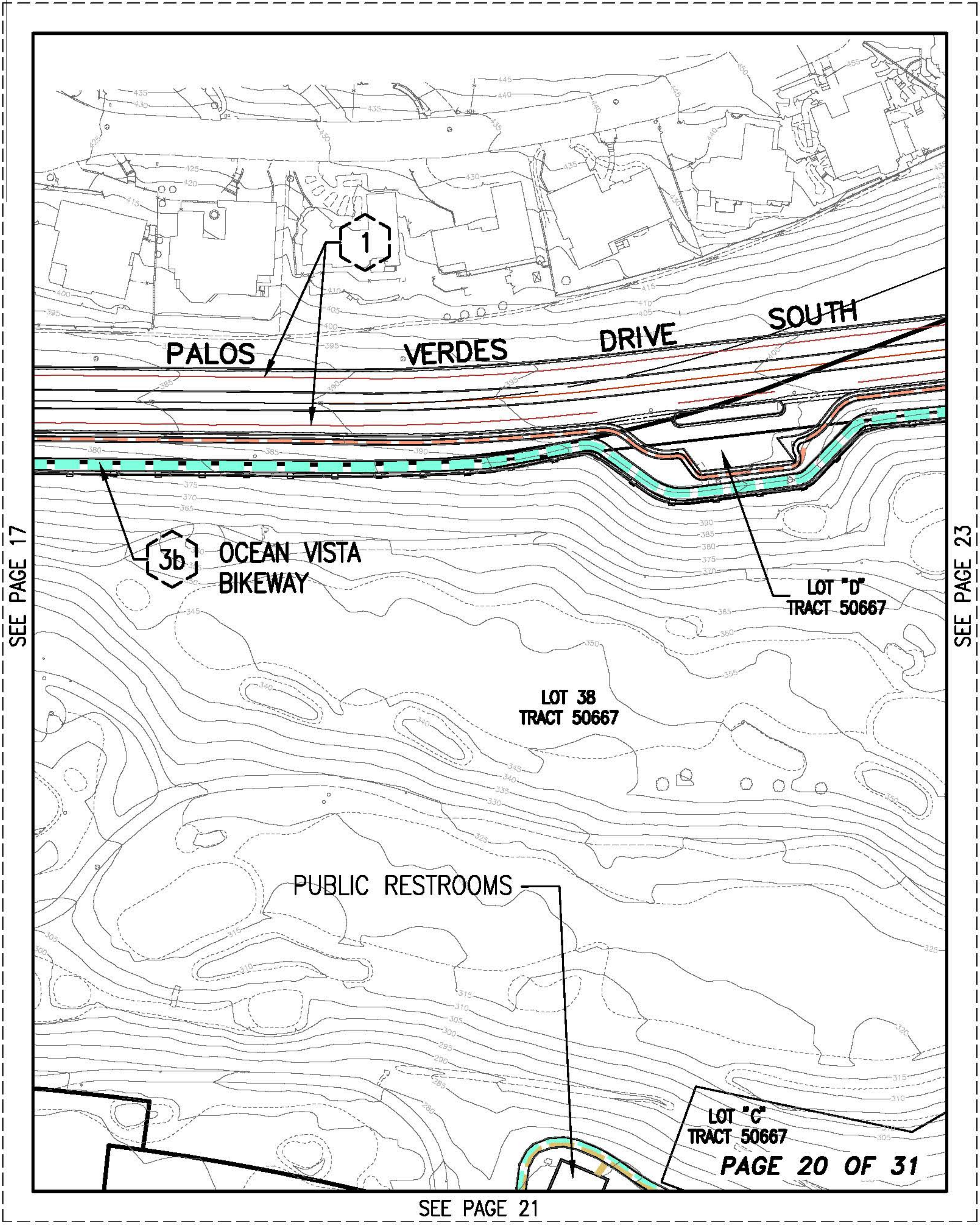
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SEE PAGE 21

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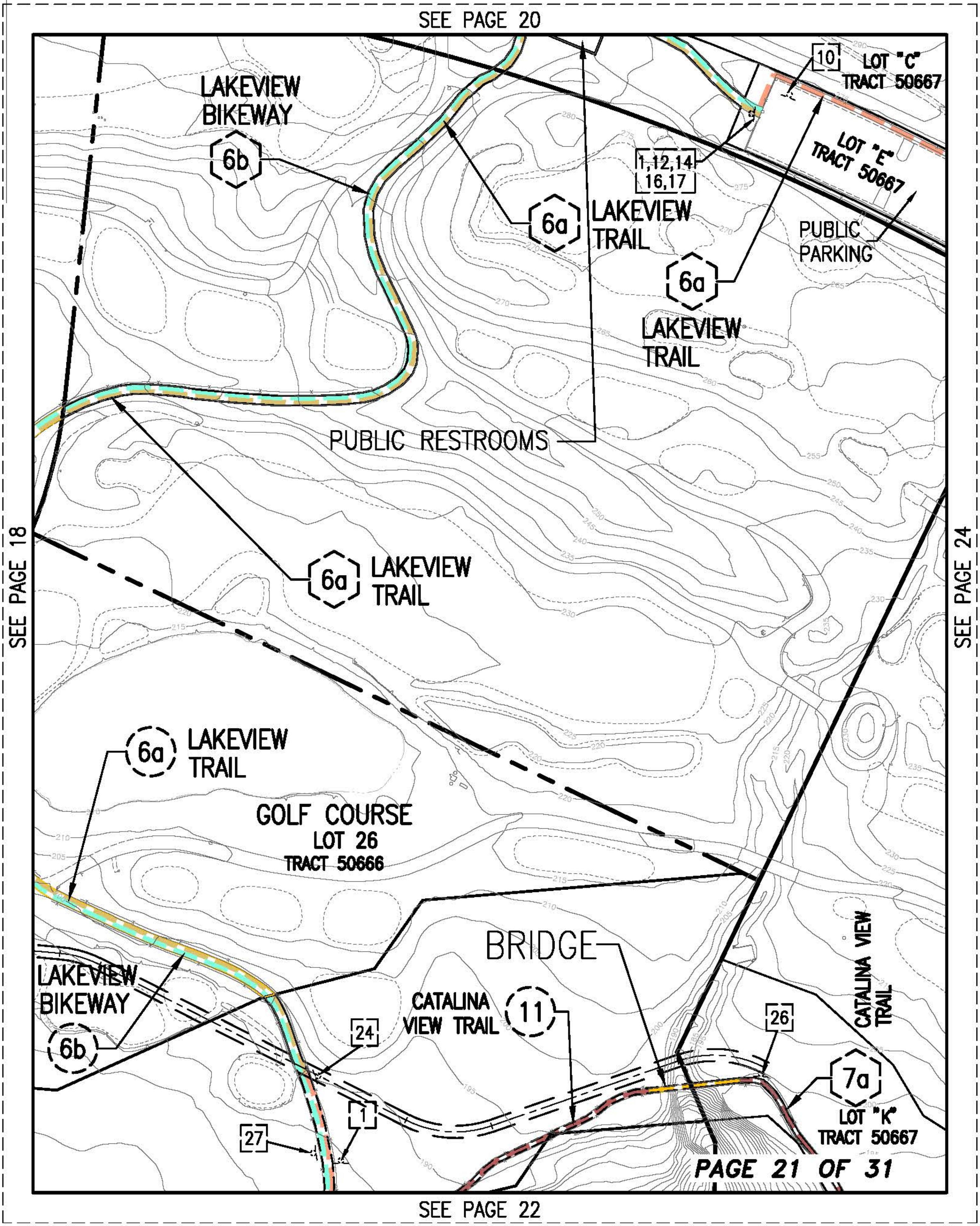
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PUBLIC PARKING
6a
LAKEVIEW TRAIL
PUBLIC RESTROOMS
SEE PAGE 18
SEE PAGE 24
6a
LAKEVIEW TRAIL
6a
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GOLF COURSE
LOT 26
TRACT 50666
BRIDGE
CATALINA VIEW TRAIL
LAKEVIEW BIKEWAY
6b
CATALINA VIEW TRAIL
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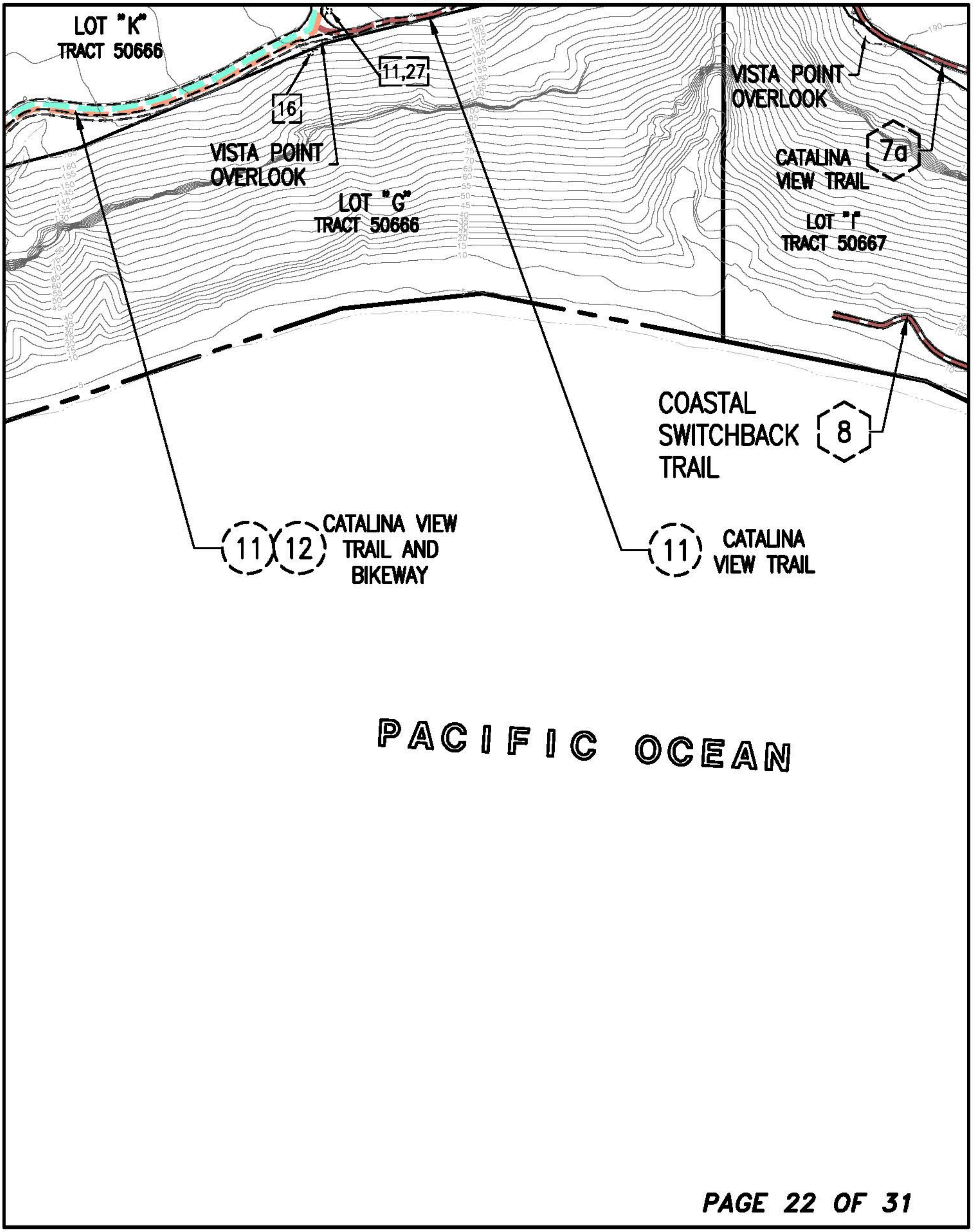
PAGE 21 OF 31
SEE PAGE 22

SEE PAGE 21

SEE PAGE 19

SEE PAGE 25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VIEW TRAIL
LOT "I"
TRACT 50667
COASTAL
SWITCHBACK
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TRAIL AND
BIKEWAY
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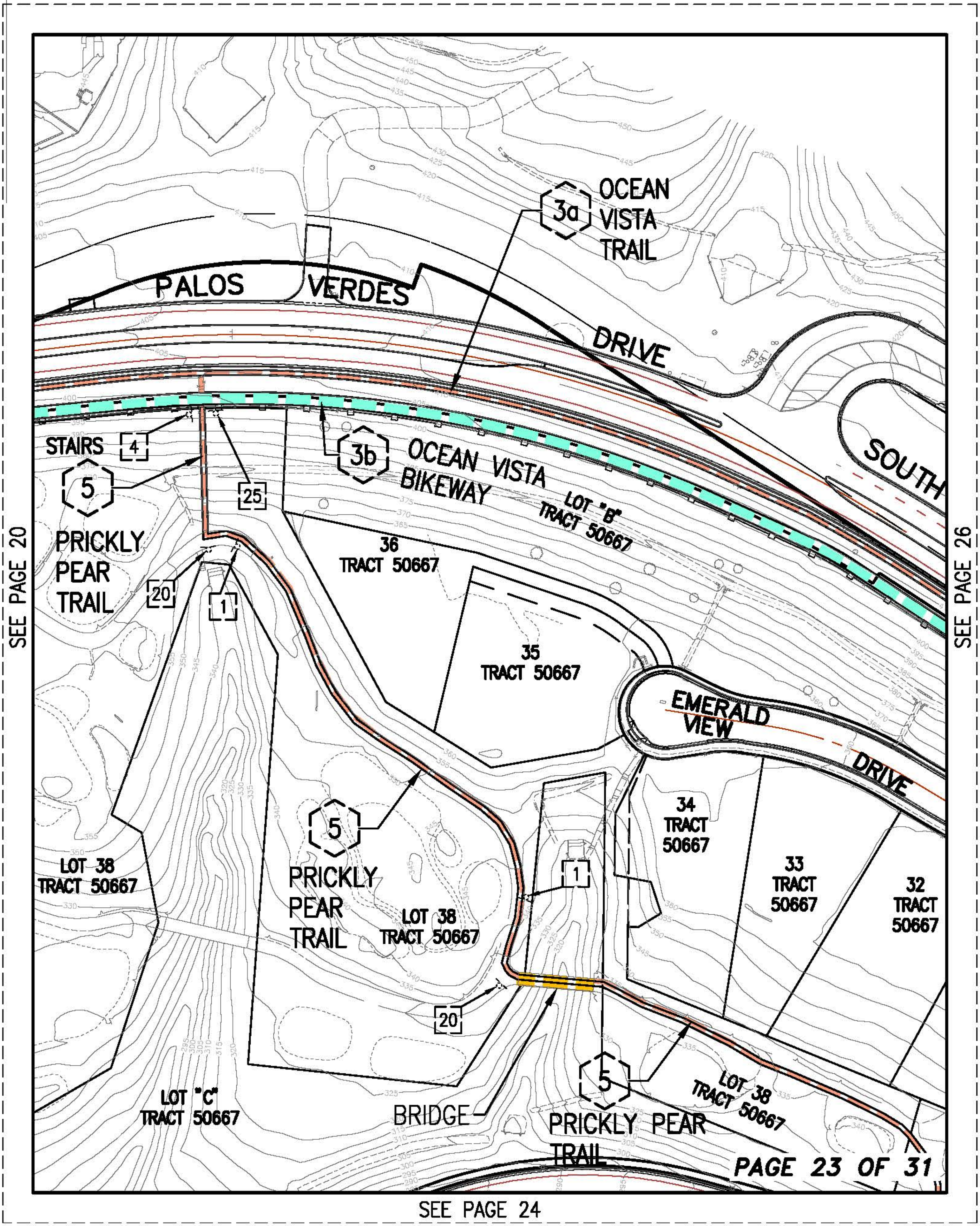
PACIFIC OCEAN
PAGE 22 OF 31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3b
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20
1
LOT "B" TRACT 50667
36 TRACT 50667
35 TRACT 50667
EMERALD VIEW DRIVE
34 TRACT 50667
33 TRACT 50667
32 TRACT 50667
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LOT "C" TRACT 50667
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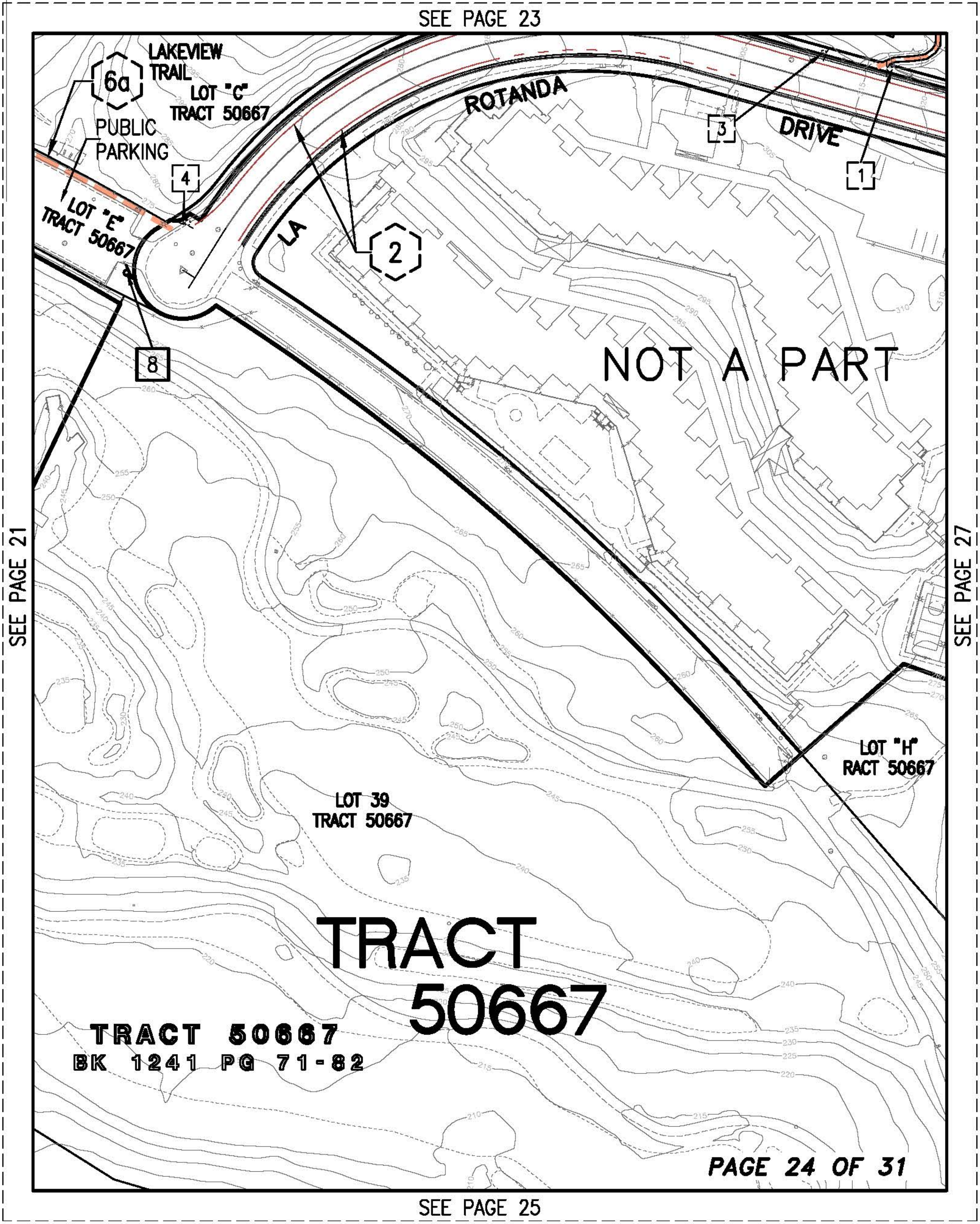
SEE PAGE 20
SEE PAGE 26
SEE PAGE 24
PAGE 23 OF 31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SEE PAGE 27
SEE PAGE 25
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8
ROTANDA
LA
DRIVE
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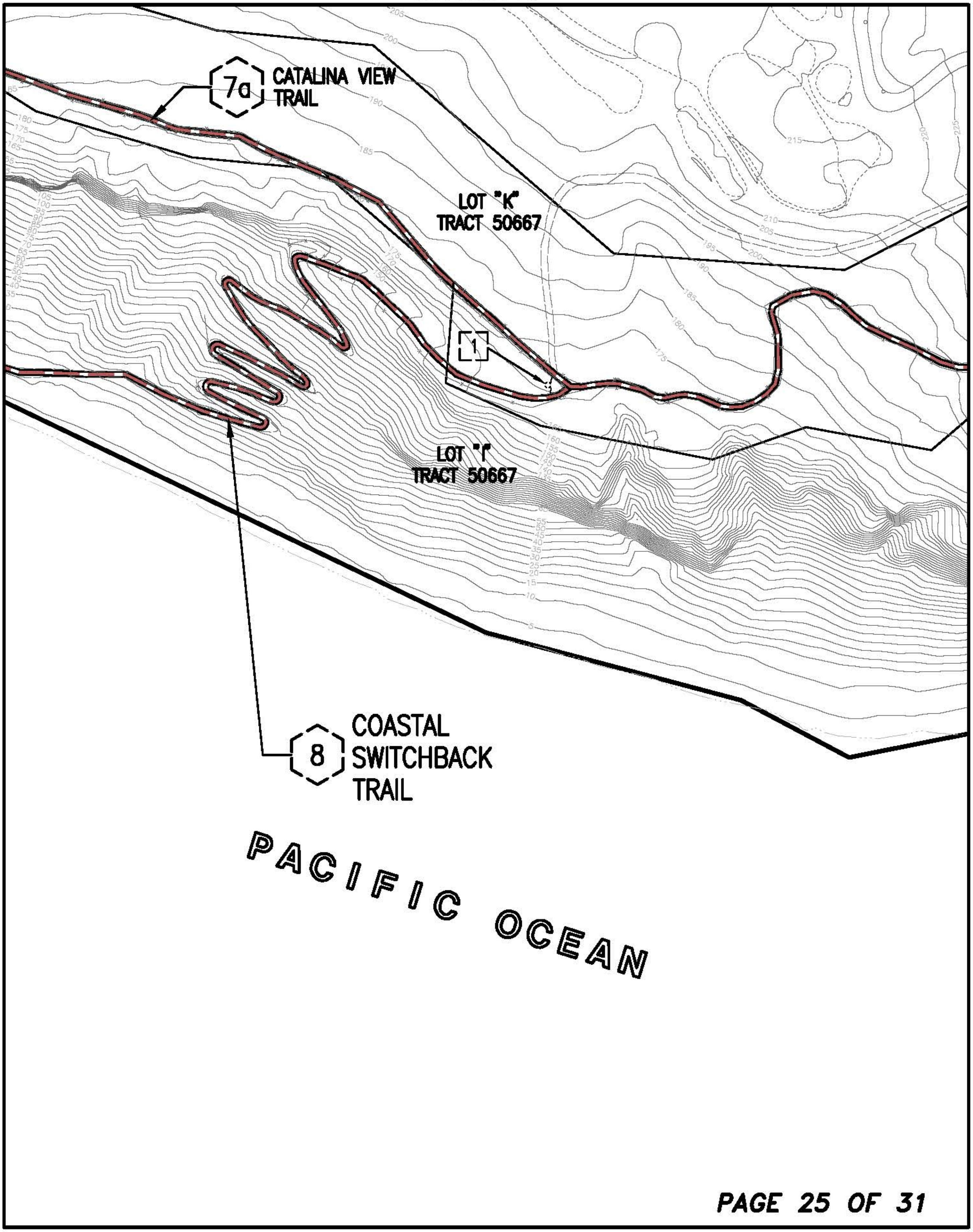
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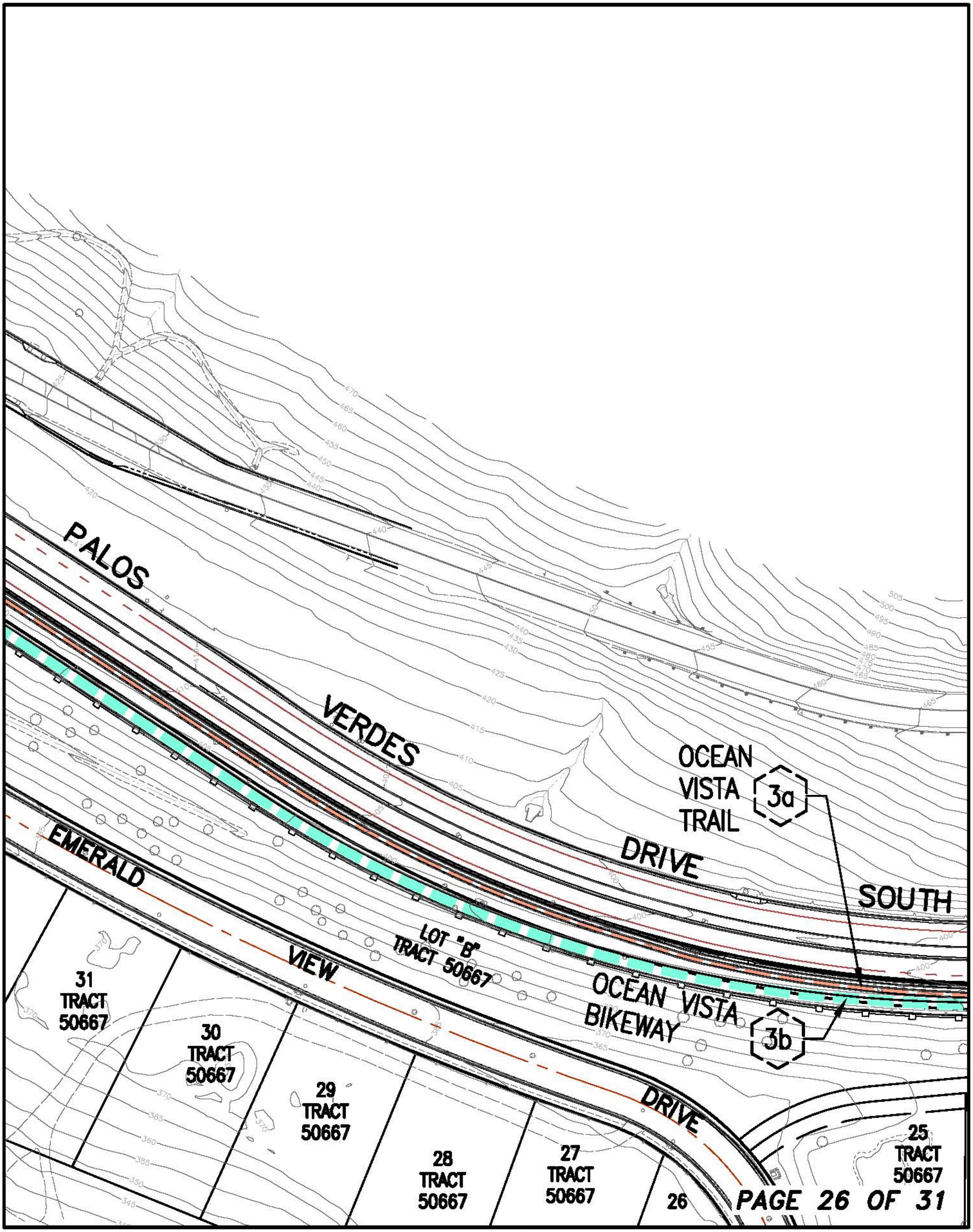
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VIEW
DRIVE
LOT "B"
TRACT 50667
31
TRACT
50667
30
TRACT
50667
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TRACT
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50667
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TRACT
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25
TRACT
50667
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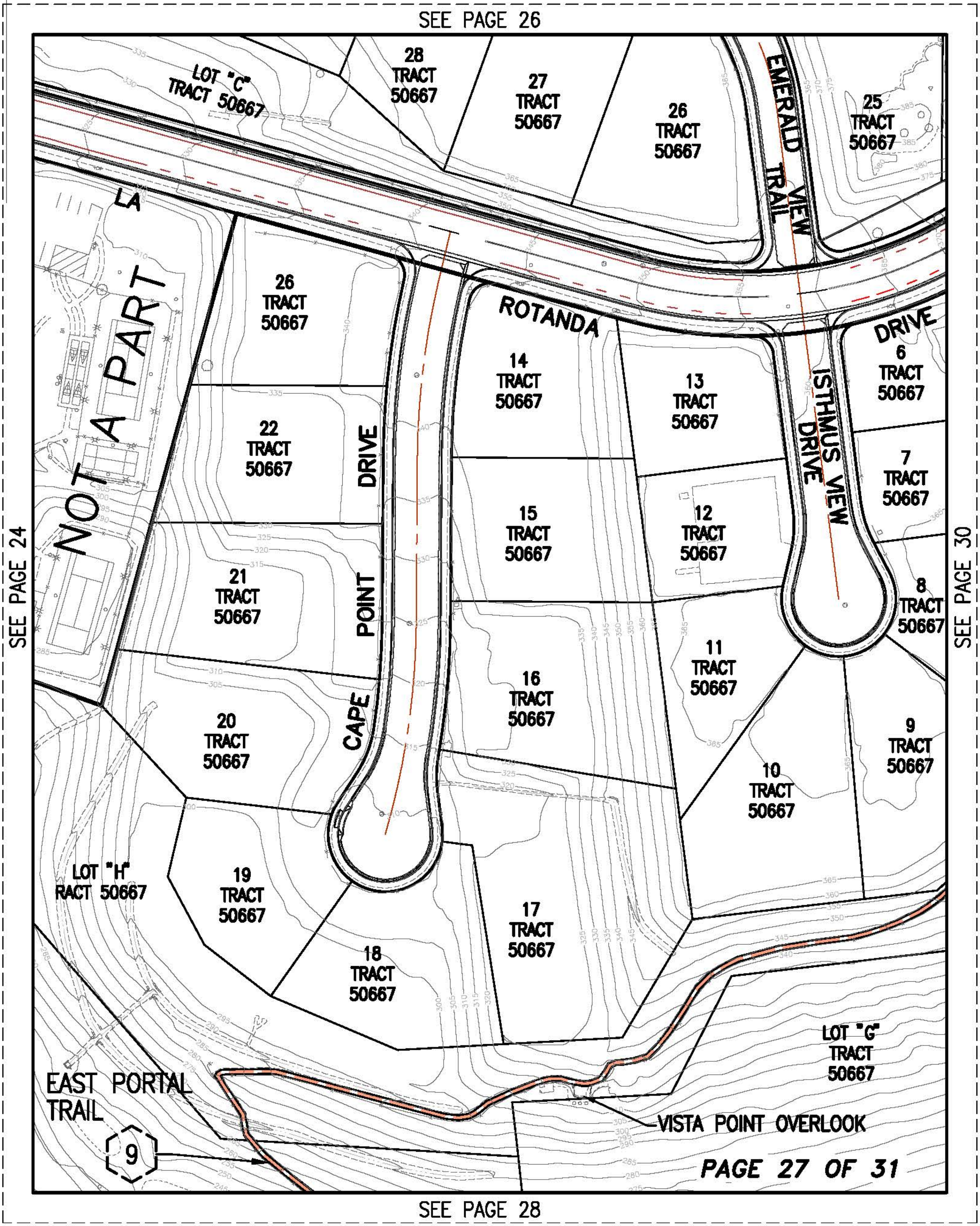
SEE PAGE 27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LA
ROTANDA
DRIVE
NOT A PART
26 TRACT 50667
22 TRACT 50667
21 TRACT 50667
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19 TRACT 50667
18 TRACT 50667
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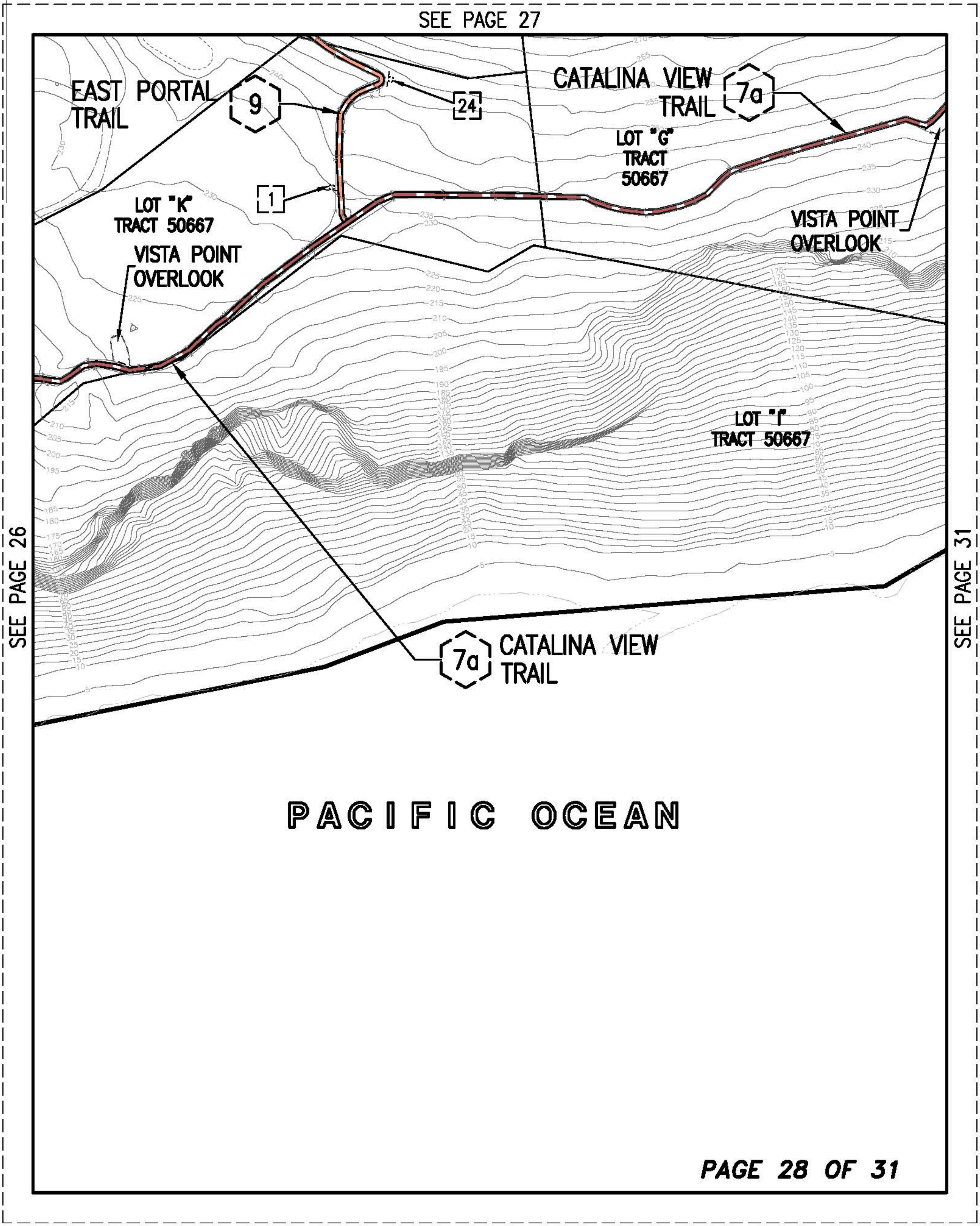
10 TRACT 50667
9 TRACT 50667
8 TRACT 50667
7 TRACT 50667
6 TRACT 50667
CAPE POINT DRIVE
ISTHMUS VIEW DRIVE
LOT "H" RACT 50667
LOT "G" TRACT 50667
EAST PORTAL TRAIL
9
VISTA POINT OVERLOOK
PAGE 27 OF 31
SEE PAGE 24
SEE PAGE 30
SEE PAGE 28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CATALINA VIEW TRAIL
PACIFIC OCEAN
PAGE 28 OF 31

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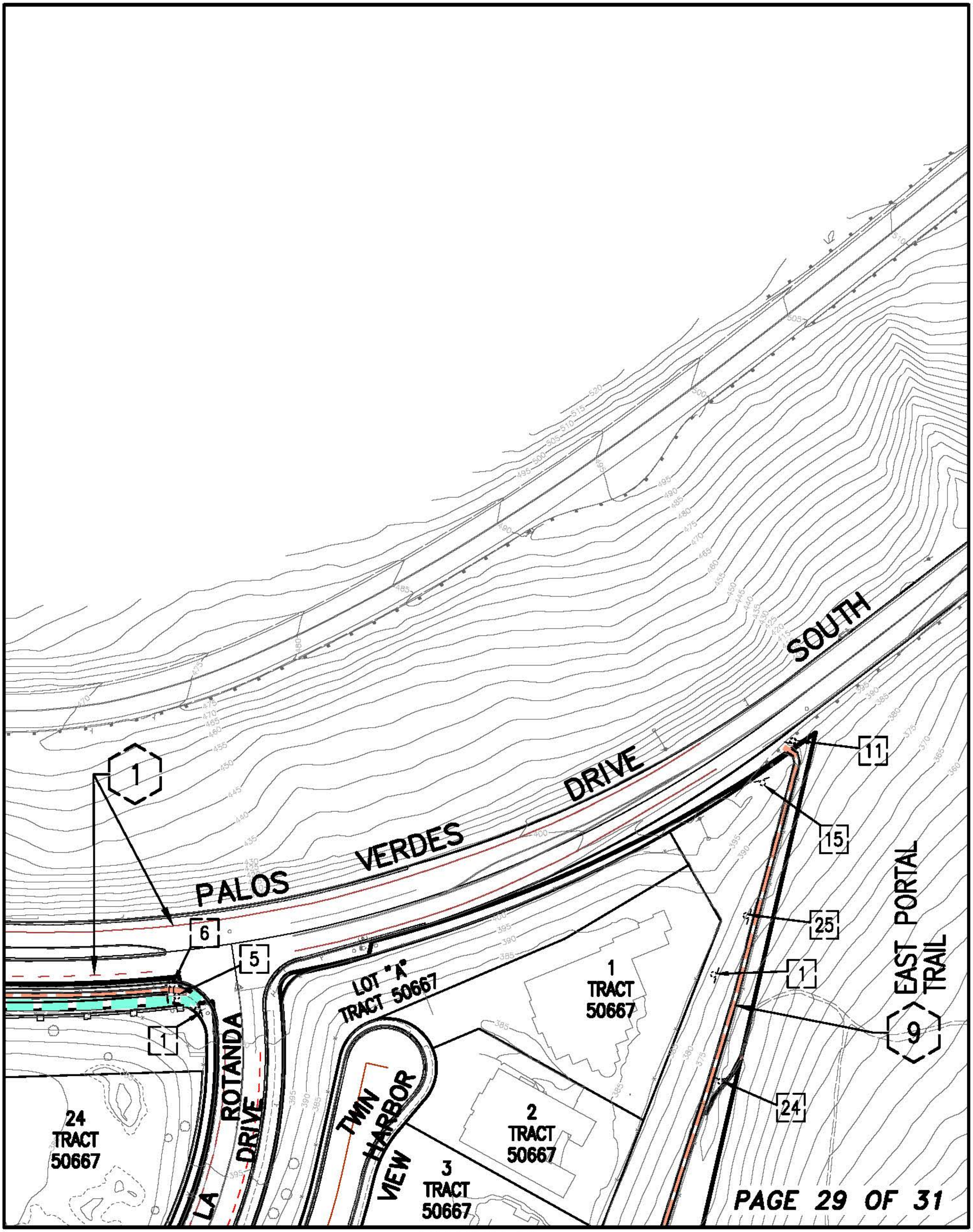
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LOT "A" TRACT 50667
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2 TRACT 50667
3 TRACT 50667
11
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25
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9
24
EAST PORTAL TRAIL
PAGE 29 OF 31

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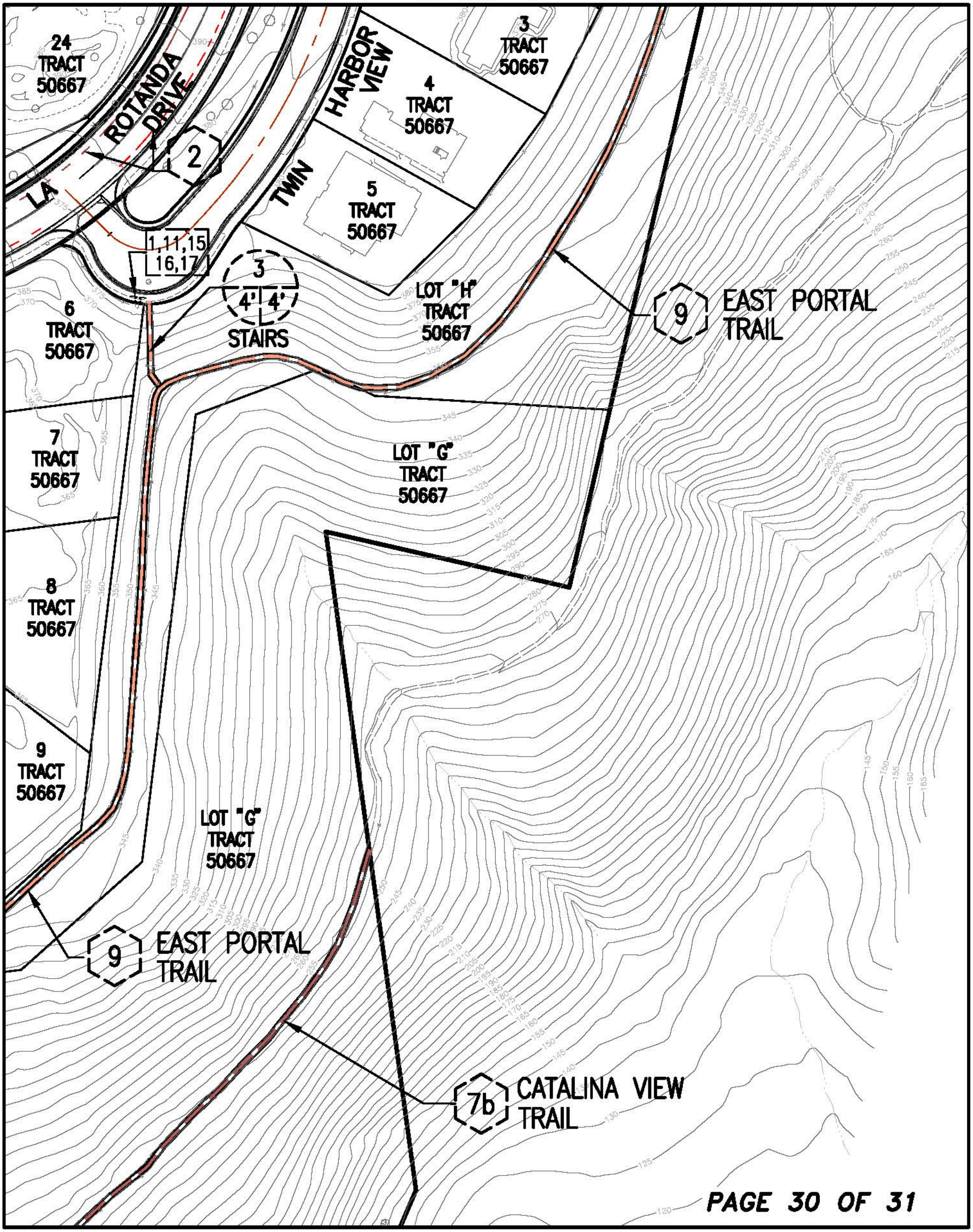
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1,11,15
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LOT "H"
TRACT
50667
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50667
LOT "G"
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50667
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50667
9
TRACT
50667
LOT "G"
TRACT
50667
9
EAST PORTAL TRAIL
9
EAST PORTAL TRAIL
7b
CATALINA VIEW TRAIL

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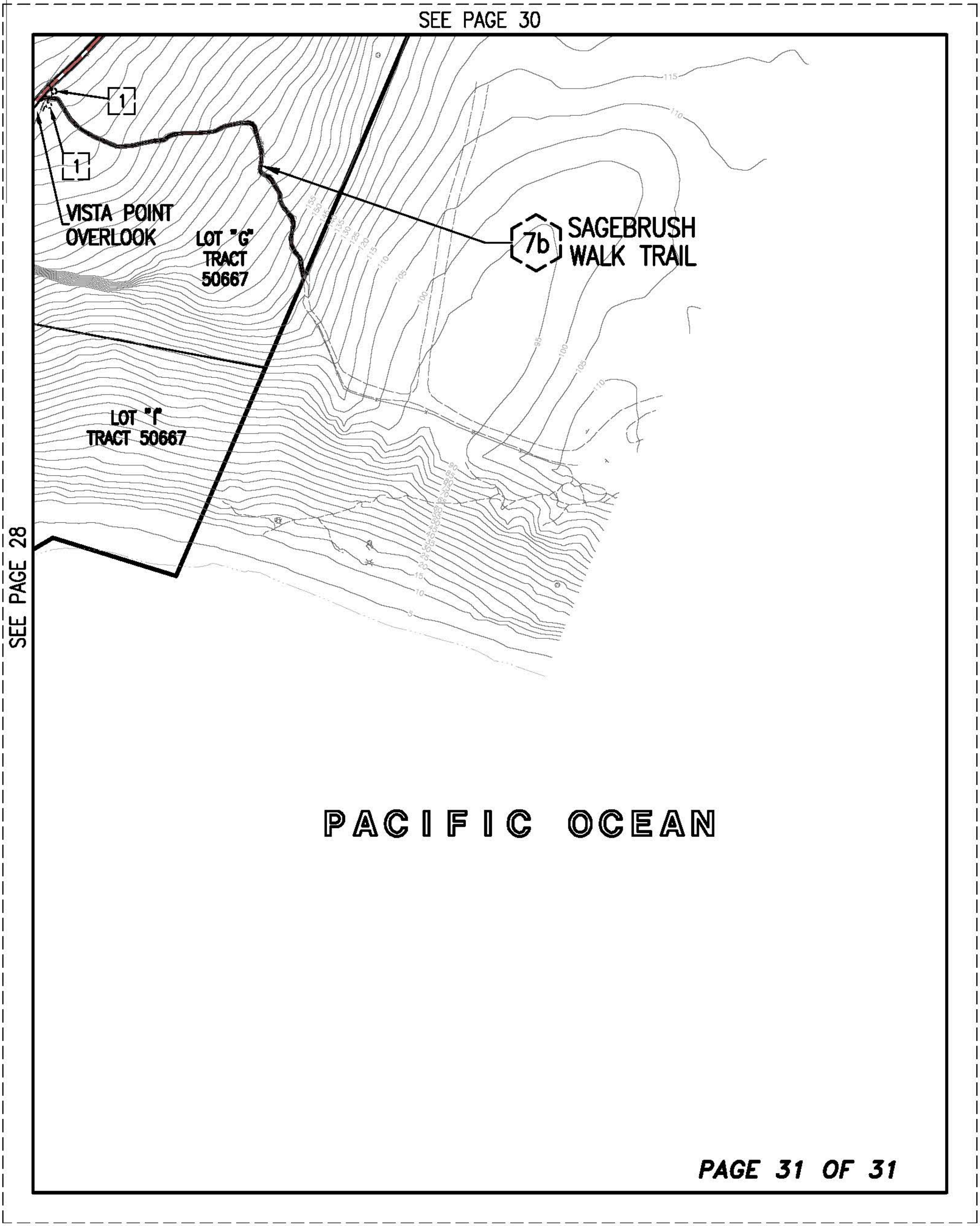
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VISTA POINT OVERLOOK
LOT "G" TRACT 50667
LOT "I" TRACT 50667
7b SAGEBRUSH WALK TRAIL
PACIFIC OCEAN
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EXHIBIT G

Form of Amended and Restated Declaration of Restrictions

[Attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275-5391
Attn: City Clerk

(Space Above for Recorder's Use)

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

This **AMENDED AND RESTATED DECLARATION OF RESTRICTIONS** ("**Declaration**") is made on _______________, 2018, by **VH PROPERTY CORP.**, a Delaware corporation ("**Developer**"), and **VHPS, LLC**, a Delaware limited liability company ("**VHPS**", together with Developer, collectively, "**Owners**") in favor of the **CITY OF RANCHO PALOS VERDES**, a municipal corporation organized and existing under the laws of the State of California ("**City**", collectively with Owners, the "**parties**"). The Trump National Golf Club Association, a California nonprofit mutual benefit corporation ("**Association**"), hereby joins this Declaration solely to acknowledge, affirm, and agree to the terms and conditions affecting its rights and obligations as an owner of a portion of the Property, as set forth in Section 9 of this Declaration.

RECITALS

A. The Owners and the Association collectively, own in fee title that certain real property located in the City of Rancho Palos Verdes, California, more particularly described and/or depicted on Exhibit A-1 attached hereto (the "**Property**") except for those portions thereof that previously were, or will be dedicated to City or other governmental agencies, including, without limitation, the property granted and/or dedicated to the City pursuant to (i) that certain Grant Deed, by Developer in favor of City, recorded on May 23, 2011, in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 20110719711, (ii) that certain Grant Deed, by Developer in favor of City, recorded on May 23, 2011, in the Official Records as Instrument No. 20110719715, (iii) that certain Amended and Restated Irrevocable Offer to Dedicate Fee Title, dated August 22, 2000, and recorded on October 17, 2000 in the Official Records as Instrument No. 00-1613039, which was subsequently amended pursuant to that certain Amendment to Documents, recorded in the Official Records on October 23, 2000 as Instrument No. 00-1649980 (as so amended, the "**Offer of Dedication**"), which Offer of Dedication has been accepted by the City pursuant to that certain Certificate of Acceptance, executed by the City, and recorded in the Official Records on ____________, 2018 as Instrument No. ______________, (iv) that certain Grant Deed, made by Developer in favor of City, for the property known as "Lot H", which was recorded in the Official Records on ______________, 2018, as Instrument No. ________________, (v) that certain Grant Deed, made by Owners in favor of City, for the property known as "Lot K" of VTTM Nos. 50666 and 50667, which was recorded in the Official Records on ______________, 2018, as Instrument Nos. ________________, (vi) that certain Grant Deed, made by Developer in favor of City, for the property known as the Flagpole Lot, which was recorded in the Official Records on ______________, 2018, as

Instrument No. ________________ (the "**Flag Pole Deed**"), and (vii) Final Tract Map Nos. 50666 and 50667 (all of the foregoing documents and agreements, collectively, the "**Property Dedication Documents**"). Separately, certain easement rights to other portions of the Property have been or will be granted or dedicated to the City, including, without limitation, pursuant to (i) that certain Easement Deed, by Developer in favor of City, recorded on February 8, 2006 in the Official Records as Instrument No. 06-0295375, (ii) that certain Irrevocable Offer to Dedicate Public Trail Easement and Declaration of Restrictions executed by Ocean Trails, L.P. and recorded on December 19, 1997 as Instrument Number 97-1999962 of the Official Records, as amended by certain documents recorded in the Official Records on October 17, 2000, October 23, 2000, September 28, 2006, March 28, 2007, and ___________, 2018, as Instrument Nos. 00-1613038, 00-1649980, 06-2156248, 2007-0716114, and _______________, respectively, which offer of dedication has been accepted by the City pursuant to that certain Certificate of Acceptance, executed by the City, and recorded in the Official Records on ____________, 2018 as Instrument No. ______________, (iii) that certain Easement Agreement, by Owners in favor of City recorded in the Official Records on __________, 2018 as Instrument No. ______________, and (iv) Final Tract Map Nos. 50666 and 50667 (all of the foregoing documents and agreements, collectively, the "**Easement Dedication Documents**").

B. The "Zuckerman Entities" and Palos Verdes Land Holding Corporation, L.P., a California limited partnership (collectively, "**Original Developer**"), as predecessors in interest to Owners, originally executed that certain Declaration of Restrictions, dated November 20, 1997, and recorded against the Property on December 8, 1997 in the Official Records as Instrument No. 97-1929842 ("**Original Declaration**"), pursuant to which Original Developer agreed to, among other things, maintain certain public amenities, habitat conservation areas, trails, parks, and open space areas, pay certain taxes to the City, and establish and implement a monitoring system for ground water and recommendations from the City Geologist. The Original Declaration was executed and recorded in connection with that certain Development Agreement, dated November 20, 1997, and recorded on December 8, 1997 in the Official Records as Instrument No. 97-1929840 ("**Original Development Agreement**"), pursuant to which Original Developer was granted certain vested rights to develop a project on the Property, which consisted of a residential planned development and an eighteen-hole public golf course and golf clubhouse (commonly referred to as the Ocean Trails Project and now known as the Trump National Golf Club Project) and associated amenities, as more specifically described in the Original Development Agreement ("**Project**"). Concurrently herewith, the Original Development Agreement is being amended and restated in its entirety to address certain changes and modifications to the development plans for the Project and the understandings between the City and the Owners regarding the Project (such amended and restated Development Agreement, the "**Restated Development Agreement**").

D. As a condition to the City's approval of the final map for Vesting Tentative Tract Map No. 50666 for the completion of construction of the Project and the City's execution and recordation of the Restated Development Agreement, the City is requiring that Owners record this Declaration to vacate, amend and restate the Original Declaration in its entirety to address, among other things, changed assumptions and conditions for development of the Project, including, without limitation, the revised development plans for the Project, the taxes and fees imposed on the Golf Course (as defined below), the Owners' maintenance and management obligations with respect to certain habitat conservation and restoration areas, trails, streets, paths, open spaces, public facilities and amenities, park spaces, fire breaks, drainage systems, fencing, planting and landscaping, and other areas and improvements located on the Property and the City Property (as defined below), all as more particularly set forth below and in the Property Dedication Documents and Easement Dedication Documents.

E. The Owners have elected to comply with such condition being imposed by the City by executing and causing to be recorded this Declaration.

NOW THEREFORE, the Owners hereby agree to vacate, amend and restate the Original Declaration in its entirety as follows and to create the following restrictions on the use and enjoyment of the Property:

1. Agreements of Owners. Owners (while they are the fee owners of those parcels of the Property which comprise the golf course located on the Property ("**Golf Course**")) and any subsequent owner(s) of those parcels of the Property which comprise the Golf Course hereby agree as follows:

1.1. Owners shall pay to City the tax imposed pursuant to Chapter 3.40 of the Rancho Palos Verdes Municipal Code ("**Municipal Code**"), as set forth on Exhibit B, hereto, attached hereto even if said tax is determined by a court of competent jurisdiction to be invalid by virtue of Proposition 62 or any other applicable law.

1.2 Section 3.40.020 of the Municipal Code defines "golf fees as "the consideration charged, whether or not received, for the use of a golf course or driving range, whether to be received in money, or in any other form including, without limitation, services, credits, goods, or labor of any kind or nature, without any deduction therefrom." Thus, golf fees do not include fees or charges for other services or items that are required to be used or rented in order to play golf at a golf course or driving range, such as, for example, the use of a golf cart, caddy or locker. Section 3.40.030 of the Municipal Code requires each user of the Golf Course to pay a tax to the City in the amount of ten percent (10%) of the golf fees charged by the operator of the Golf Course, as defined in Section 3.40.020. Section 3.40.040 requires the Golf Course operator to collect the golf tax from users of the Golf Course, and Section 3.40.050 requires the Golf Course operator to remit the tax to the City.

(a) Owners (or their predecessors-in-interest) previously advised the City that they require anyone wishing to play golf at the Golf Course to rent a golf cart from the Trump National Golf Course, and that the fee to rent the golf cart is included within the golf fees that currently are being charged to a user of the Golf Course. Since the fee to rent the golf cart, and any other fee that is charged for a similar service or item that is required to be used in order to play golf, are not within the definition of "golf fees", as defined by the Municipal Code, these other fees are not subject to the golf tax. Accordingly, if the golf fees include items that are required to play golf but are not subject to the golf tax, then it is appropriate to reduce the amount of the golf tax that Developer collects from users of the Golf Course by an amount that corresponds to the charges for the additional required items or services, as set forth herein, so that the appropriate amount of tax is established, collected from the users and paid to the City.

(b) Developer may include within the golf fees that are charged for the use of the Golf Course fees for other services or goods that are required to be used or rented in order to use the Golf Course, such as a golf cart or caddy. When Developer includes fees and charges for additional services or items that are required to use the Golf Course within the golf fees that are charged to use the Golf Course, the amount of the golf fees to which the City's ten percent (10%) tax is applied is hereby reduced by twenty-five percent (25%).

(c) In no event shall Developer include within the golf fees charges for any other items or services that are not required to be used to play golf, such as the purchase of items at the pro shop, the purchase of food at the restaurant, or the use of the catering facility. If Developer combines the opportunity to play a round of golf with any other unrelated service, then for purposes of computing the tax that is imposed pursuant to Chapter 3.40 of the Municipal Code, the charge for the round of golf shall be imputed at the standard fee that Developer charges to play a round of golf, without any discount, promotion or combination of services.

(d) If Developer does not include within a fee that is charged to use the Golf Course all additional fees or charges for items that are required to play golf at Trump National Golf Course, and those items are charged separately to the user of the Golf Course, then the provisions of this Section 1.2 are not applicable to that fee, and Developer shall collect and pay to the City the full amount of the ten percent (10%) golf tax without the twenty-five percent (25%) reduction authorized by subsection 1.2(b), above. Furthermore, the total of all of the additional fees or charges for items that are required to play golf at the Trump National Golf Course, which Developer charges separately to the user of the Golf Course, shall not exceed twenty-five percent (25%) of the golf fee that is charged to the user to use the Golf Course.

1.3 Owners and any subsequent owner(s) of the portions of the Property that comprise the Golf Course shall maintain, manage, and improve and enhance (such improvement and enhancement obligations, however, shall be limited to the extent required under the Project CEQA Environmental Documentation (as defined in the Restated Development Agreement), the HCP (as defined below), Implementing Agreement (as defined below), any separate agreement among or in favor of the parties, and the Conditions of Approval (as defined below) for the Project), to City's reasonable satisfaction, the streets, parkways, medians, paths, trails, park areas, open space areas, parking areas, and fire and emergency access lanes located on the Property and off-site, including on public rights-of-way and certain property owned by the City (including, without limitation, property owned by the City pursuant to the Property Dedication Documents and Easement Dedication Documents, and as shown on Exhibit A-2, attached hereto) (all such City-owned property, the "**City Property**"), and any improvements, public facilities, and/or amenities located thereon, including, without limitation, all fences; signs; planting, vegetation, and landscaping; furniture; railings; benches; walls; trash and recycling containers; drinking fountains; tables; comfort stations; decks; restrooms; handicap facilities; bridges; utilities; drainage, sewer, storm drain, and irrigation systems; monitoring and dewatering wells (and upon request of City, shall convert any such monitoring wells into dewatering wells) and other devices located on- or off-site to control the level of the ground water or enhance the geologic stability of the Property and/or City Property; the three (3) on-site public parking lots; the public restroom at the Golf Course clubhouse; and the fire access lane abutting the Ocean Terraces Condominiums; and all similar improvements, features, and facilities, and shall ensure the provision of sufficient financial support for same (all such obligations, collectively, the "**Maintenance Obligations**"). The Maintenance Obligations and the area subject to the Maintenance Obligations are also separately described and/or shown in part in the (i) HCP, (ii) conditions of approval issued by City and the California Coastal Commission for the Project, including, without limitation, those set forth in the Coastal Development Permit for the Project (CDP No. A-5-RPV-93-005-A24) and those set forth on Exhibit F, attached hereto, and any further modifications or changes to such conditions of approval (the "**Conditions of Approval**"), (iii) Landscaping and Irrigation Plan approved by the City entitled "Trump National Golf Club Lot 'D' Preservation Area," dated [_________], 2018, and the related Fencing Plan, (iv) map entitled "Ownership of Open Space Lots and Public Trail Easements Tract 50666 and Tract 50667," dated [__________], 2018 ("**Dedication Map**"), attached hereto as Exhibit C, which was approved by the City, (v) map entitled "Public Amenities Plan, Trail and Signage Tract 50666 and Tract 50667, dated [________], 2018 (the "**Final Public Amenities Plan**"), attached hereto as Exhibit D, which was approved by the City on [_____________, 2018]. (vi) Property Dedication Documents, (vii) Easement Dedication Documents, (viii) License Agreement (Switchbacks Area and Other City Property), dated on or about the date hereof, between the City and the Owners, and recorded against the Golf Course Property, and (ix) First Amendment to Shoreline Park License Agreement, dated on or about the date hereof, between the City and Owners, and recorded against the Golf Course Property. The parties acknowledge and agree that such Maintenance Obligations shall apply to any landscaping on the parkways and median along Palos Verdes Drive South between Schooner Drive and La Rotonda Drive. In the event that any replacement or repair work is required for any of the existing fencing or signage on the Property or on the City Property from time to time, written approval from the City's Director of Community Development approval shall be required for the type of fencing or signage, materials used, and the color of the repaired or replacement fencing or signage. Notwithstanding anything to the contrary set forth in the Property Dedication Documents and/or Easement Dedication Documents, except as provided under the following paragraph and Section 2 below, it is the intent of this Declaration that any and all Maintenance Obligations shall be performed by the Owners regardless of the City's ownership of the property and easements subject to such Maintenance Obligations, and in the event of any conflicts between the terms and provisions under the Property Dedication Documents and/or Easement Dedication Documents and the terms and provisions under this Declaration, the terms and provisions set forth under this Declaration shall prevail.

Notwithstanding anything to the contrary set forth in this Section 1.3, any or all of the obligations imposed on Owners hereunder may be delegated and/or transferred to Palos Verdes Peninsula Land Conservancy ("**PVPLC**"), provided that (i) the City has issued a written approval therefor, which approval may be withheld in its sole and absolute discretion, (ii) the Coastal Commission has approved the delegation and/or transfer of such obligations, (iii) Owners (or their successors-in-interest) provide sufficient financial security and all required funding necessary for PVPLC to assume such obligations, (iv) the City is provided with a satisfactory form of assignment and assumption agreement between Owner(s) and PVPLC for the transfer of such obligations, which shall be recorded in the Official Records, and (v) the parties have agreed to execute an amendment to this Declaration to provide for same.

If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course do not fulfill any material Maintenance Obligations as set forth in this Section 1.3 to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default as set forth in Section 8 below, City may commence proceedings to impose additional conditions of approval on the development and operation of the Project to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code. This paragraph shall not limit any other rights, remedies, or causes of action that City may have at law or equity to address said breach or to protect the public health and safety, including, but not limited to, stopping the water supply to the Golf Course.

1.4 Owners shall continue to implement, as determined by City in its reasonable discretion, all recommendations of the City Geologist regarding the geologic stability of the Property and/or the City Property, including, without limitation, the following:

(a) The recommendations under the "Geologic and Geotechnical Recommendations For Ocean Trails Grading Plan" prepared by Converse Consultants West;

(b) Implementation of the regular maintenance and review schedule which includes scheduled monitoring of the level of the ground water, inspection of the water hazards on the Golf Course to detect any leakage from the lake liners, inspections of the flow from each horizontal drain cluster, and inspections of the pressure of the Golf Course irrigation system, all of which must be and submitted to the Director of Community Development within fifteen (15) days of each inspection (the maintenance and observation records shall be evaluated on a regular basis by a Certified Engineering Geologist licensed by the State of California, as determined by City in its reasonable discretion);

(c) If, after measurement, the groundwater rises more than ten feet above the upper or lower bentonite bed in any well, immediate review shall be required by a Certified Engineering Geologist licensed by the State of California;

(d) Implementation of the recommendations of the Certified Engineering Geologist, which previously reviewed and inspected the Property, in its reporting on mitigation measures that should be taken to reduce the potential for surface or groundwater problems, including the scheduling for future inspections on-site;

(e) Maintaining and operating all monitoring and dewatering wells located on the Property and/or City Property (and upon request of City, shall convert such monitoring wells into dewatering wells) and other devices located on-site to control the level of the ground water or enhance the geologic stability of the Property and/or City Property; and

(f) In the event the City Geologist determines that the existing manual for the maintenance and monitoring requirements, including a copy of the "As Graded Geologic Map" requires revision, in his or her reasonable discretion, revise the same to reflect any changes in the conditions on the Property and/or City Property.

If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course disagree with a recommendation or determination of the City Geologist, Owners shall raise their objection in writing and submit it to the City Manager or Director of Public Works within thirty (30) calendar days of written notice of said recommendation. City then shall cause at least one other geologist who is/are chosen by Owners and City to review the disputed issue and render a decision thereon. The decision of the reviewing geologist(s) shall be final.

1.5 Owners' Obligations Regarding the Flag Pole.

(a) Owners shall not (i) materially increase the height of the flag pole described under the Flag Pole Deed (the "**Flag Pole**") or the size of the flag(s) located thereon (the "**Flag**"), or (ii) place any Flag(s) on the Flag Pole other than a flag of the United States of America, in each case, without the prior written consent of the City.

(b) Owners hereby covenant and agree to maintain and repair, or cause to be maintained and repaired, the Flag and Flag Pole and all related on site improvements and landscaping on the property described under the Flag Pole Deed (the "**Flag Pole Property**"), in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and, in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owners' sole cost and expense. Such maintenance and repair shall include, but not be limited to, the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition. In addition, Owners shall be required to maintain the Flag and Flag Pole in such a manner as to avoid the reasonable determination of a duly authorized official of the City that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare, including without limitation area aesthetics, or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property or improvements within one thousand (1,000) feet of the Flag Pole Property.

2. Long Term Maintenance of Habitat Areas and Monetary Contribution. In conjunction with processing the Project and obtaining other permits required by other appropriate governmental agencies, including, but not limited to, the U.S. Fish and Wildlife Service, Owners predecessors-in-interest processed a mitigation/restoration program for the preservation of and enhancement of certain areas both on-site and on certain City Property (all such areas, the "**habitat conservation areas"**), which Owners are obligated to adhere to. The habitat conservation areas located on the Property and/or City Property are discussed at length in the Habitat Conservation Plan (known as the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan (PRT-799348)) which was approved by City and the applicable resource agencies, and which was amended pursuant to that certain Habitat Conservation Plan Amendment, approved by the City Council of City on July 18, 2000 (as so amended, and as the same may be hereafter amended or modified from time to time with the approval of the City and applicable resource agencies, the "**HCP**") as well as under that certain Implementing Agreement for the HCP, which was amended pursuant to that certain Amendment to the Implementing Agreement for the Ocean Trails HCP, approved by the City Council of City on July 18, 2000 (as so amended, the "**Implementing Agreement**"). Under the HCP, after the habitat is established, the City is to perform the long term maintenance of the habitat conservation areas. It is the intent of this Declaration that the Owners shall continue to perform City's long term maintenance responsibilities under the HCP, to City's reasonable satisfaction. If Owners or any subsequent owner(s) of those parcels of the Property which comprise the Golf Course do not fulfill the material maintenance obligations with respect to the habitat conservation areas under the HCP and the Implementing Agreement to City's reasonable satisfaction, then, after providing Owners with the notice and opportunity to cure the default as set forth in Section 7 below, City may (i) impose additional conditions of approval on the development and operation of the Project to ensure such obligations are met, in accordance with the notice and

hearing requirements set forth in the Municipal Code, and/or (ii) seek specific performance or seek any other remedies or causes of action that City may have for such default at law or in equity, and/or (iii) assume such maintenance obligations, and in addition to the taxes and fees to be paid pursuant to Sections 1.1 and 1.2 above, Owners or said subsequent owner(s) of such parcels shall pay a fee to City in the amount of One Dollar ($1.00) per round of golf (or any portion thereof) played on the Golf Course.

3. Conditions of Approval. Owners hereby acknowledge and agree to comply with all Conditions of Approval issued by City and/or the California Coastal Commission.

4. Indemnification.

4.1 Each of the Owners hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission, partners, and representatives ("**City Indemnitees**") harmless from any and all claims, actions, suits, damages, liabilities, and any other proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising or of or in connection with Owners' obligations under this Declaration, including, without limitation, (i) obtaining City's approval of this Declaration and all documents related to this Declaration, and (ii) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Owners' (or Owners' contractors, subcontractors, agents, employees or other persons acting on Owner's behalf ("**Owners' Representatives**") performance of their respective obligations under this Declaration and/or the negligence or misconduct of Owners or of Owners' Representatives which relate to the obligations under this Declaration. City shall not be liable for any damage to property of any Owners or of others located on the Property or the City Property for which Owners have maintenance and management responsibility therefore, nor for the loss of or damage to any property of any Owner or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property or, with respect to those conditions caused solely by the Owners’ maintenance and management thereof, the portions of the City Property for which Owners have maintenance and management obligations for.

4.2 Nothing in this Section shall be construed to mean that Owners shall indemnify, hold City and City Indemnitees harmless and/or defend them to the extent of any Claims arising from the negligence, willful misconduct or illegal acts of any of the City Indemnitees.

4.3 In the event that any Claim is filed against City or any City Indemnitees, City shall notify Owners of such Claim in a timely manner. Provided that each of the Owners have been permitted to select the legal counsel to represent such Owners and City in connection with such action, subject to approval by City, which shall not be unreasonably withheld, (i) Owners shall reimburse City for its costs and legal expenses incurred after the date of this Declaration in any such action, including, without limitation, its reasonable City Attorneys' fees and costs or other legal counsel in monitoring the action, and (ii) if in any such action there is an order, ruling, or judgment which includes a requirement that the City pay damages or reimburse any party for legal fees or costs incurred in connection with that action that the applicable Owner is required to indemnify against and/or pay for, each Owner hereby agrees that it will pay said damages, fees and costs. Notwithstanding the foregoing, it is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing; provided, however, that Owners' obligation to pay the reasonable defense costs of the City for separate representation by the City shall not be required to be paid until final judgment, including any appeals. City agrees to fully cooperate with Owners in the defense of any matter in which any Owner is defending and/or holding the City harmless. If City or any of the Owners determine that the legal counsel selected would have a conflict of interest in representing such Owner and City, then City may engage its own legal counsel to represent City in connection with such action, which shall be fully reimbursed by such Owner, provided that City defends the action in good faith and that its defense and legal costs are reasonable. Additionally, in such event, the applicable Owner shall not be required to enter into any settlement entered into by City without such Owner's consent unless the settlement (i) does not admit fault of the Owners, (ii) contains a release of the Owners, and (iii) does not require the payment of funds by Owners under the indemnity or otherwise. In the event of any litigation challenging the effectiveness of the Agreement, or any portion hereof, this Declaration shall remain in full force and effect while such litigation, including any appellate review, is pending.

4.4 These indemnification provisions shall survive the expiration or termination of this Declaration.

5. Insurance Obligations.

5.1 Insurance Policies. Without limiting Owners' indemnification obligations set forth above, Owners shall obtain, provide and maintain at its sole cost and expense during the entire term of this Declaration, the following policies of insurance which shall cover the City and all City Indemnitees. Owners shall provide certificates of insurance to City as evidence of the insurance coverage required herein.

(a) *General Liability Insurance*. A policy of comprehensive commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) *Automobile Liability Insurance*. A policy of automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Owners arising out of or in connection with the maintenance obligations to be performed under this Declaration, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) *Professional Liability Insurance*. A policy of professional liability insurance that covers the maintenance obligations and activities to be performed in connection with this Declaration, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Declaration and Owners agree to maintain continuous coverage throughout the term of this Declaration.

(d) *Workers' Compensation Insurance*. A policy of employers' liability insurance with limits of at least $1,000,000, and a policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California, and which shall indemnify, insure and provide legal defense for the Owners against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Owners in the course of carrying out the maintenance obligations and activities contemplated in this Declaration.

5.2 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of "A-" (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

5.3 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Declaration shall be endorsed to waive subrogation against City and City Indemitees or shall specifically allow Owners or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Owners hereby waives their respective rights of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants. The waiver of subrogation endorsement in favor of City and City Indemnitees shall be submitted to City together with the certificates of insurance required hereunder.

5.4 Primary/Noncontributing. Coverage provided by Owners shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5.5 Non-Compliance. Owners acknowledge and agree that any actual or alleged failure on the part of the City to inform Owners of non-compliance with any requirement under this Section 5 shall impose no additional obligations on the City nor does City waive any rights hereunder.

5.6 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section 5 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Owners maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Owners. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City for valid Claims.

5.7 Cancellation. Owners agree to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. Duration.

6.1 Subject to the provisions of Section 6.2 below, this Declaration shall remain in full force and effect so long as the Project, including, without limitation, the Golf Course and golf clubhouse (currently known as the Trump National Golf Club), or any modification of said development remains in existence in or upon any part of the Property, and thereby confers benefit upon the Property, and shall bind Owners and all of their assigns or successors in interest.

6.2 Within five (5) business days after request from Owners from time to time, Owners and the City shall enter into amendments of this Declaration terminating the obligations that would pertain to any successors in interest to Owners under this Declaration as to any portion of the Property upon which a final tract map or a final parcel map has been recorded solely for purposes of development of one or more residential dwelling units ("**Transferred Residential Property**"); provided, however, that Owners, and any successors or assigns of Owners' interest in the portion of the Property that includes the Golf Course shall continue to be bound by the covenants and obligations of Owners under this Declaration for all maintenance and improvement obligations required hereunder with respect to such Transferred Residential Property.

7. Subordination. The holder of any mortgage, deed of trust or any other monetary lien encumbering the Property shall execute the form of Subordination which is attached to this Declaration as Exhibit E.

8. Default. If City determines on the basis of substantial evidence that an Owner has not complied in good faith with the material terms and conditions of this Declaration, City shall, by written notice to such Owner, specify the manner in which such Owner has failed to so comply and state the steps such Owner must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from City specifying the manner in which such Owner has failed to so comply, such Owner does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then such Owner shall be deemed to be in default under the terms of this Declaration and City may (i) impose additional conditions of approval on the development and operation of the Project to ensure such obligations are met, in accordance with the notice and hearing requirements set forth in the Municipal Code, and/or (ii) seek specific performance or seek any other remedies or causes of action that City may have for such default at law or in equity, and/or (iii) solely with respect to a default by Owners under Section 2, assume Owners' maintenance obligations under Section 2, and in addition to the taxes and fees to be paid pursuant to Sections 1.1 and 1.2 above, Owners or said subsequent owner(s) of such parcels shall pay a fee to City in the amount of One Dollar ($1.00) per round of golf (or any portion thereof) played on the Golf Course. The parties acknowledge that money damages and remedies at law may be inadequate and that specific performance is appropriate for the enforcement of this Declaration. Therefore, the remedy of specific performance shall be available to the City. Nothing in this Section 8 shall limit any other rights, remedies, or causes of action that City may have at law or equity.

9. Notices. All notices, including, without limitation, all approvals and consents, required or permitted under this Declaration shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to Owners and/or City at its address shown below, or to any other notice address designated in writing by such party. Any notice so delivered by messenger shall be deemed delivered upon actual delivery. Any notice so delivered by US mail shall be deemed delivered three (3) days after deposit in the US Mail.

TO CITY:	City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275 Attn: City Manager
AND TO:	Aleshire & Wynder, LLP. 2361 Rosecrans Ave., Suite 475 El Segundo, CA 90245 Attn: William Wynder
TO DEVELOPER:	VH Property Corp. dba Trump National Golf Club Los Angeles One Trump National Drive Rancho Palos Verdes, CA 90275 Attn: Jill A. Martin
AND TO:	VH Property Corp. dba Trump National Golf Club Los Angeles 725 Fifth Avenue New York, NY 10022 Attn: Alan Garten, Chief Legal Officer
TO VHPS:	VHPS, LLC c/o One Trump National Drive Rancho Palos Verdes, CA 90275 Attn: Jill A. Martin
AND TO:	VHPS, LLC 725 Fifth Avenue New York, NY 10022 Attn: Alan Garten, Chief Legal Officer
TO ASSOCIATION:	The Estates at Trump National Golf Course Association c/o One Trump National Drive Rancho Palos Verdes, CA 90275 Attn: Jill A. Martin

10. Attorneys' Fees. If legal action is brought by City against Owners for breach of this Declaration, or to compel performance under this Declaration, the prevailing party shall be entitled to recover from the other party or parties all reasonable costs and expenses, including reasonable attorneys' fees and court costs incurred by the prevailing party in any such dispute (whether or not such dispute is prosecuted to a final judgment or other

final determination), together with all reasonable costs of enforcement and/or collection of any judgment. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigation of such action, including the conducting of discovery.

11. Authority. The persons executing this Declaration on behalf of the Developer, VHPS, and the Association warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Declaration on behalf of said party, (iii) by so executing this Declaration, such party is formally bound to the provisions of this Declaration as may be applicable to that party, and (iv) the entering into this Declaration does not violate any provision of any other agreement to which said party is bound.

12. Covenants Run with the Land. The covenants, conditions, restrictions and indemnification obligations of Owners under this Declaration, shall (i) run with the land and shall be binding upon Owners and any successors or assigns of Owners' interest in the portion of the Property that includes the Golf Course in perpetuity, and (ii) benefit the City and the City Property.

13. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual right by custom, estoppel, or otherwise.

14. Effect on Prior Declaration. The parties agree that the Original Declaration is hereby vacated, and amended and restated in its entirety pursuant to the terms and provisions of this Declaration and shall no longer have any force nor effect.

15. Amendments. No amendment to or modification of this Declaration shall be valid unless made in writing and approved by both City and Owners (or their successors-in-interest).

16. Cooperation; Further Acts. The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Declaration.

17. Governing Law. This Declaration shall be governed by, and construed in accordance with, the laws of the State of California without regard to conflict of law principles

18. Incorporation of Recitals and Exhibits. The Recitals and attached Exhibits are hereby incorporated into this Declaration by this reference as though fully set forth in full.

19. Association's Acknowledgment. By its signature below, the Association hereby acknowledges and agrees that its use and enjoyment of the portion of the Property it owns is subject to certain terms and conditions contained herein and the Association will ensure that the Owners are given any necessary access and rights to its property that may be necessary for the Owners to perform the obligations imposed on Owners that are contained herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owners hereto have executed this Declaration on the date and year first-above written.

VHPS:	**DEVELOPER:**
VHPS, LLC, a Delaware limited liability company	VH PROPERTY CORP., a Delaware corporation
By: ______________________________ Name: Title:	By: ______________________________ Name: Title:
By: ______________________________ Name: Title:	By: ______________________________ Name: Title:

ACKNOWLEDGED AND
AGREED TO BY:

ASSOCIATION:

THE ESTATES AT TRUMP NATIONAL
GOLF CLUB ASSOCIATION, a California
non-profit mutual benefit public corporation

By:______________________________
Name:
Title:

By:______________________________
Name:
Title:

EXHIBIT H

Shoreline Park License Amendment

[Attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275-5391
Attn: City Clerk

(Space Above for Recorder's Use)

FIRST AMENDMENT TO SHORELINE PARK LICENSE AGREEMENT

This **FIRST AMENDMENT TO SHORELINE PARK LICENSE AGREEMENT** ("**Amendment**") is made as of **_____________**, 2018 (the "**Effective Date**"), by and among **VH PROPERTY CORP.**, a Delaware corporation ("**Developer**"), and **VHPS, LLC**, a Delaware limited liability company ("**VHPS**", together with Developer, collectively, "**Owners**"), on the one hand, and the **CITY OF RANCHO PALOS VERDES**, a municipal corporation organized and existing under the laws of the State of California ("**City**"), on the other hand. City and Owners are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. On September 5, 2000, the Owners' predecessor-in-interest, Ocean Trails, L.P. ("**Original Developer**") and City entered into that certain Shoreline Park License Agreement ("**License Agreement**"), which was recorded in the Official Records of Los Angeles County ("**Official Records**") on September 18, 2000, as Instrument No 00-1456232, and which provided for, among other things, (i) Original Developer's rights of non-exclusive use of approximately 11.4 acres of property owned by the City, located in the southern portion of "Shoreline Park" (the "**Original Licensed Area**"), and its obligations to perform certain revegetation, habitat restoration and enhancement work on the Original Licensed Area as set forth under that certain Habitat Conservation Plan Amendment, approved by the City on July 18, 2000, which amended Original Developer's obligations under that certain Habitat Conservation Plan (known as the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan) (as so amended, the "**HCP**") approved by City and the United States Fish and Wildlife Service ("**USFWS**") and the Department of Fish and Game ("**DFG**"), (ii) Original Developer's obligations to install certain public amenities within Shoreline Park ("**Public Amenities Obligations**"), (iii) Original Developer's payment of $82,527 to City as consideration for its non-exclusive use of the Original Licensed Area ("**License Payment**"), and (iv) City's agreement to allow Original Developer's access and entry upon the Original Licensed Area. The Parties acknowledge and agree that prior to the date hereof (a) the Public Amenities Obligations have been performed in full, (b) the License Payment has been paid to City.

B. Pursuant to the terms of the HCP, and in order to facilitate Original Developer's environmental restoration efforts, the County of Los Angeles and City previously agreed to record certain offers to dedicate conservation easements in perpetuity in favor of DFG over certain portions of Shoreline Park, which were recorded in the Official Records on December 18, 1997, as Instrument No. 97-1990231, and on September 18, 2000, as Instrument No. 00-1456233, respectively.

C. Owners have succeeded to the interest of Original Developer as the owners of that certain property located in the City, more particularly described on Exhibit B, attached hereto (the "**Golf Course Property**"), upon which Developer (or its predecessor-in-interest) has constructed an 18 hole golf course, driving range, golf clubhouse, and is in the process of completing the development of the project known as the Trump National Golf Club Project (formerly known as the Ocean Trails Project), which includes a residential planned development (the "**Project**"), as set forth in that certain Development Agreement for the Project, dated November 20, 1997, and recorded on December 8, 1997 in the Official Records as Instrument No. 97-1929840, which was subsequently amended from time to time pursuant to sixteen amendments prior to the date hereof (such Development Agreement, together with all such amendments, collectively, the “**Development Agreement**”). In connection with the Development Agreement, Owners' predecessors-in-interest to the Golf Course Property executed that certain Declaration of Restrictions, which was recorded in the Official Records on December 8, 1997 as Instrument No. 97-1929842 (the "**Original Declaration**"), and which provided for certain maintenance obligations of Original Developer with respect to the property subject to the HCP.

D. The HCP, together with that certain Implementing Agreement for the HCP, which was approved by the City on July 18, 2000, and which was subsequently amended pursuant to that certain Amendment to the Implementing Agreement for the Ocean Trails HCP, approved by the City Council of City on July 18, 2000 (as so amended, the "**Amended Implementing Agreement**"), require Owners (as successors-in-interest to Original Developer) to perform certain long term maintenance and management work on the Licensed Area (as defined below, which area is expanded from the Original Licensed Area to include the conservation easement area in the northern portion of Shoreline Park) pursuant to the mitigation measures imposed on the Project, all as more particularly described in the HCP and Amended Implementing Agreement.

E. The term of the License Agreement is currently set to expire in September 2021. Concurrently herewith, Owners and City are entering into an Amended and Restated Development Agreement ("**Restated Development Agreement**") to address, among other things, an extension of the term of the Development Agreement, changed assumptions and conditions for the development of the Project, including, without limitation, their desire to revise the development plans for the Project and the Owners' maintenance and management obligations with respect to certain habitat conservation and restoration areas and other uses and improvements located on Owners' property and on certain property owned by the City. In connection therewith, the Original Declaration is being amended and restated in its entirety to address certain changes and modifications to the maintenance obligations of Owners (as successors-in-interest to Original Developer, as defined below) under the Original Declaration (such amended and restated declaration, the "**Declaration**").

F. The Parties wish to amend the License Agreement in order to, among other things, (i) extend the term of the License Agreement in perpetuity to facilitate Owners' continued maintenance and management responsibilities on the Licensed Area as required under the HCP, the Amended Implementing Agreement, and the Declaration, (ii) expand the licensed area from the Original License Area to include the northern portion of Shoreline Park that is subject to the conservation easement, and (iii) provide for Owners' continued maintenance and management responsibilities on both the Northern and Southern portions of Shoreline Park as described on Exhibit A attached hereto (the "**Licensed Area**") as required under the HCP, the Amended Implementing Agreement, and the Declaration.

G. The Parties wish to memorialize such amendments pursuant to the terms of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Defined Terms.** All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the License Agreement. All references to "Developer" under the License Agreement shall mean and refer to VH Property Corp. and/or VHPS, LLC, either individually, or collectively, as the context may require. All references to "Development Agreement" under the License Agreement, shall mean and refer to the Restated Development Agreement as such term is defined in the Recitals to this Amendment.

2. **Exhibit B.** Exhibit B to the License Agreement shall be replaced with the Exhibit A attached hereto, which shall be described and known as the "Legal Description of Shoreline Park Conservation Easement".

3. **Section 8**. Section 8 of the License Agreement, entitled "Term" shall be amended and restated in its entirety as follows:

> "8. Term. The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect so long as the Project, including, without limitation, the golf course and golf clubhouse (currently known as the Trump National Golf Club), or any modification of said development remains in existence in or upon any part of the Owners' property, and thereby confers benefit upon the Owners' property, unless earlier terminated by either party, as provided herein."

4. **Sections 9 and 12.3 Corrections**. The use of the term "Easement" under Sections 9 and 12.3 of the License Agreement shall be amended and restated to reference the "Licensed Area" as defined in this Amendment. The use of the phrase “the Project or in connection with” under Section 9 shall be deleted.

5. **Section 15.** Section 15 of the License Agreement, entitled "Notices" shall be amended and restated in its entirety as follows:

"15. Notices. All notices, including, without limitation, all approvals and consents, required or permitted under this Agreement shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to a party at its address shown below, or to any other notice address designated in writing by such party. Any notice so delivered by messenger shall be deemed delivered upon actual delivery. Any notice so delivered by US mail shall be deemed delivered three (3) days after deposit in the US Mail.

TO CITY: City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Attn: [City Manager][CITY TO CONFIRM]

AND TO: Aleshire & Wynder, LLP.
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245
Attn: William Wynder

TO DEVELOPER: VH Property Corp.
dba Trump National Golf Club Los Angeles
One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VH Property Corp.
dba Trump National Golf Club Los Angeles
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Officer

TO VHPS: VHPS, LLC
c/o One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VHPS, LLC
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Officer"

6. **Recordation; Binding Effect of Amendment**. Promptly following the Parties' execution of this Amendment, this Amendment shall be recorded against the Golf Course Property and the Licensed Area, and the License Agreement and this Amendment shall be binding upon the City and its successors in interest, each Owner, and any subsequent owner(s) of any portion of the Golf Course Property (which, for the avoidance of doubt shall exclude any owner of an individual residential lot).

7. **Continuing Effect of License Agreement.** Except as expressly modified or amended by this Amendment, all provisions of the License Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the License Agreement, it shall mean the License Agreement as amended by this Amendment.

8. **Effect on Prior Agreements**. Nothing in this Amendment shall relieve Owners or City of their respective obligations and duties, if any, under the HCP, the Amended Implementing Agreement, the Switchback Easement, or the Shoreline Park License Agreement, except as expressly set forth herein.

9. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

10. **Amendments.** No amendment to or modification of this Amendment or the License Agreement shall be valid unless made in writing and approved by both City and Owners (or their successors-in-interest). The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void

11. **Incorporation of Recitals and Exhibits**. The Recitals and attached Exhibits are hereby incorporated into this Amendment by this reference as though fully set forth in full.

12. **Counterparts.** This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

13. **Corporate Authority.** The persons executing this Amendment on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their lawfully authorized officers.

DEVELOPER:

VH PROPERTY CORP.,
a Delaware corporation

By: ____________________________
Name:
Title:

By: ____________________________
Name:
Title:

VHPS:

VHPS, LLC,
a Delaware limited liability company

By: ____________________________
Name:
Title:

By: ____________________________
Name:
Title:

CITY:

CITY OF RANCHO PALOS VERDES, a municipal corporation

Susan M. Brooks, Mayor

ATTEST:

Emily Colborn, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

William W. Wynder, City Attorney

NOTARY ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On __________, 2018 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: ____________________________________

EXHIBIT A

Description / Depiction of the Licensed Area

(Northern and Southern Shoreline Park Property)

[TO BE COMPLETED AND ATTACHED PRIOR TO CITY COUNCIL REVIEW]

EXHIBIT B

Description / Depiction of the Golf Course Property

[Attached]

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Order No. 264001 - D

EXHIBIT A

Parcel 1:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, Alloted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent et al.," Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A.C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East; thence South 28° 27' 25" West 637.88 feet, thence South 56° 48' 36" West 494.64 feet to the true point of beginning of the Parcel being hereby described; thence North 38° 28' 00" West 1054.66 feet; thence South 53° 58' 21" West 408.04 feet; thence South 14° 55' 53" West 155.24 feet; thence South 62° 14' 52" West to the ordinary high tide line of the Pacific Ocean; thence following said ordinary high tide line in a general Southeasterly direction to the intersection with a line described as: Beginning at the said true point of beginning; thence South 56° 48' 36" West 300.00 feet to point "A" hereinafter referred to; thence South 45° 20' 20" West, to the said ordinary high tide line; thence continuing along the boundary lines of the parcel being hereby described, North 45° 20' 20" East to said Point "A"; thence North 56° 48' 36" East 300.00 feet to the true point of beginning.

Except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcel 102, as shown on said L.A.C.A. Map No. 51.

Parcel 2:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, alloted to Jotham Bixby by Decree of partition in the Action "Bixby et al., vs. Bent et al., "Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said map; thence South 80° 56' 50" East along said center line 684.82 feet to the true point of beginning of the parcel being hereby described; thence South 80° 56' 56" East along said center line 268.28 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 150.00 feet to a point, the radial line to said point bearing North 26° 14' 29" East, said point being designated as point "B" for the purpose of this description; thence continuing Southeasterly along said curve 381.55 feet; thence South 20° 02' 10" East 113.33 feet; thence South 43° 16' 43" West to the ordinary high tide line of the Pacific Ocean; thence in a general Northwesterly direction along said high tide line to the intersection with a line described as beginning at the above described point "B"; thence South 28° 27' 25" West 637.88 feet; thence South 56° 48' 36" West 794.64 feet to a point "A" hereinafter referred to; thence South 45° 20' 48" West to the ordinary high tide line of the Pacific Ocean; thence continuing along the boundary line of the Parcel being hereby described, North 45° 20' 20" East to the hereinbefore described point "A"; thence North 56° 48' 36" East 300.00 feet thence North 38° 28' 00" West 351.49 feet; thence North 56° 48' 36" East 438.55 feet; thence North 28° 27' 25" East 290.84 feet; thence North 9° 03' 10" East 150.00 feet to said true point of beginning.

Except therefrom that portion within the boundary lines of Palos Verdes Drive South, as shown on map CSB-1082-3 on file in the office of the County engineer of said County, and as described in deed to the County of Los Angeles, recorded on December 23, 1952 as Instrument No. 3469 in Book 40587 Page 284, Official Records of said County.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, as such lines existed at the time of the issuance of the patent, which was not formed by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 3:

That portion of Lot "H" of the Rancho Los Palos Verdes, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of partition in the action "Bixby et al., vs. Bent at al., "Case No. 2373, in the District Court of the 17th Judicial District of said State of California, in and for County of Los Angeles and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, Described as follows:

Beginning at the Southwesterly corner of Parcel 92, as shown on L.A. C.A. Map No. 51. recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County; thence South 9° 03' 10" West 25.00 feet to the center line of Palos Verdes Drive, South as shown on said Map; thence South 80° 56' 50" East along said center line 953.10 feet to the beginning of a tangent curve concave to the South and having a radius of 500.00 feet; thence Easterly along said curve 531.55 feet; thence South 20° 02' 10" East 113.33 feet to the beginning of a tangent curve concave to the Northeast and having a radius of 1200 feet, the beginning of said last mentioned curve being the true point of beginning of the Parcel being hereby described; thence Southeasterly along said curve 1051.00 feet thence South 70° 15' 35" East 461.13 feet to the beginning of a tangent curve concave to the Southwest and having a radius of 2000.00 feet; thence Southeasterly along said curve 1175.00 feet; thence non-tangent to said curve South 48° 21' 42" West 719.45 feet; thence South 80.00 feet; thence South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence in a general Westerly and Northwesterly direction along said high tide line to the intersection with a line bearing South 43° 16' 43" West from the true point of beginning; thence North 43° 16' 43" East to the true point of beginning.

Except therefrom that portion of said land included within the land as described in a Parcel A in the final order of condemnation entered on Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded January 4, 1968 as Instrument No. 2021, Official Records of said County, said Parcel A was amended by a order nunc pro tunc entered in said Los Angeles County Superior Court Case No. 884831, a certified copy of which was recorded june 27, 1968 as Instrument No. 3089.

Also except therefrom that portion of said land, included within the land as described in the deed to Palos Verdes Properties, recorded March 3, 1972 as Instrument No. 1865 Official Records of said County.

97 1929840

Also except any portion of said land lying outside of the patent lines of the Rancho Los Palos Verdes, a such lines existed at the time of the issuance of the patent, which was not formed

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Order No. 264001 - D

by the deposit of alluvion from natural causes and by imperceptible degrees.

Said land is a portion of Parcels 100, 101 and 102 as shown on said L.A.C.A. Map No. 51.

Parcel 4:

A Strip of land 12.00 feet wide, measured at right angles, in Lot 102 of L.A.C.A. No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, extending from the Southwesterly line of Palos Verdes Drive South, as shown on said map, in a Southerly direction to the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52202 Page 21 Official Records of said County, bounded on the West by the Easterly boundary of Tract No. 16540, as per map recorded in Book 625 Pages 76 and 77 of Maps, records of said County and bounded on the East by a line that is parallel with said Easterly boundary and 12.00 feet, measured at right angles, Easterly therefrom.

Assessors Parcel No: 7564-021-006,004,003

Order No. 264002 - C

That portion of Lot 102 of L.A.C.A. Map No. 51, in the City of Rancho Palos Verdes, in the County of Los Angeles, State of California, as per map recorded in Book 1 Page 1 of Assessor's Maps, in the office of the County Recorder of said County, Described as follows:

Beginning at the intersection of a line that is parallel with and 12.00 feet, measured at right angles, Easterly of the Easterly boundary of Tract No. 16540, as per map recorded in Book 625, Pages 76 and 77 of Maps, records of said County, with the Southwesterly line of Palos Verdes Drive South, 132 feet wide, as shown on said map; thence along said parallel line, South 15° 32' 46" West 122.01 feet and South 15° 20' 00" West 105.52 feet to the intersection thereof with the Northeasterly boundary of the land described in a deed recorded as Document No. 1801 on September 4, 1956, in Book 52201 Page 21 of Official Records of said County; thence South 38° 28' 00" East along said Northeasterly boundary, a distance of 688.30 feet to the most Westerly corner of the land described as Parcel 2 in a deed recorded as Document No. 1826 on July 18, 1956, in Book 51769 Page 241 of said Official Records; thence along the Northwesterly boundary of said Parcel 2, North 56° 48' 36" East 438.55 feet, North 28° 27' 25" East 290.84 feet and North 9° 03' 10" East 100.00 feet to the Southwesterly line of Palos Verdes Drive South, 100 feet wide, as described in a deed to said County of Los Angeles, Recorded as Document No. 3469 on December 23, 1952, in Book 40587, Page 284 of said Official Records; thence Northwesterly along said Southwesterly line North 80° 56' 50" West 684.82 feet and North 9° 03' 10" East 10.00 feet to the Southwesterly line of Palos Verdes Drive South, 132 feet wide as shown on map of said Tract No. 16540; thence Northwesterly along said last mentioned line, being a curve concave Northeasterly and having a radius of 2040 feet, an arc distance of 219.19 feet to the point of beginning.

Assessors Parcel No: 7564-021-005

Order No. 264003 - E

Parcel 1:

That portion of Lot H of the Rancho Los Palos Verdes, in the City of Palos Verdes , County of Los Angeles, State of California, allotted to Jotham Bixby by Decree of Partition in the action "Bixby et al. vs. Bent et al" Case No. 2373 in the District Court of the 17th Judicial District of said State, in and for said County and entered in Book 4 Page 57 of Judgments, in the Superior Court of said County, and together with all of Tract 30583, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 813 Pages 32 to 34 inclusive of Maps, in the office of the County Recorder of said County, Described as a whole as follows:

Beginning at the intersection of the ordinary high tide line of the Pacific Ocean with the Southeasterly line of Lot 99 of L.A.C.A. No. 51 or the Southwesterly prolongation of said Southeasterly line, as said Lot is shown on map recorded in Book 1 Page 1 Assessors Maps, in said recorders office; thence along said prolongation and or Southeasterly line North 46° 00' 00" East to an angle point in the Easterly boundary of said Parcel 99; thence along said Easterly boundary North 15° 00' 00" East to the Southwesterly line of the land described in the deed to Pacific Telephone and Telegraph Co., a corporation, recorded April 2, 1958 as Instrument No. 591, in Book D68 Page 550, Official Records of said County; thence along the boundary of the land described in said deed; as follows:

North 54° 18' 50" West 105.93 feet and North 35° 41' 10" East 100 feet to most Westerly corner of the land described in deed to the Pacific Telephone and Telegraph Company, a corporation, recorded April 2, 1958 as Instrument No. 518 in Book D60 Page 546, of Official Records of said County; thence along the Northwesterly boundary of the land described in the last mentioned deed North 35° 41' 10" East to the Northerly boundary of Lot 98 of said L.A.C.A. Map No. 51 thence in a general Westerly direction along the Northerly boundaries of lots 98, 99, 100, 101 and 102 as shown on said L.A.C.A. Map No. 51 to the beginning of a non-tangent curve concave Southwesterly and having a radius of 500 feet; thence Southeasterly along said curve to the centerline of Paseo Del Mar, as described in Parcel 2-1 part A in the deed to the City of Rancho Palos Verdes recorded October 10, 1975 as Instrument No. 5051, in Book D6830 Page 354, Official Records of said County; thence along said centerline as follows:

South 9° 25' 15" West 81.63 feet; Southeasterly along a tangent curve concave Northeasterly and having a radius of 650 feet an arc distance of 904.04 feet South 70° 16' 05" East 906.84 feet and Southeasterly along a tangent curve concave Southwesterly and having a radius of 2000 feet an arc distance 1175 feet to the Northerly boundary of said Tract No. 30583; thence along the Northerly boundary of said Tract 30583 and along the boundary lines of the land as described in Parcel 1 the deed to Adams Land Co., et al., recorded July 18, 1956 as Instrument No. 1826, in Book 51769 Page 241, Official Records of said County as follows:

South 48° 21' 42" West 719.45 feet, South 80 feet and South 23° 00' 00" West to the ordinary high tide line of the Pacific Ocean; thence Easterly and Southeasterly along said ordinary high tide line to the point of beginning.

Except therefrom that portions of said land included within the Lot 1, of Tract No. 31530, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as per map recorded in Book 852, Pages 73 and 74 of Maps, in said recorders office.

Parcel 2:

Those portion of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors Map, in the office of the County Recorder of said County, Described as follows:

Order No. 264003 - E

Beginning at a point in the Northerly boundary of said 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the most Westerly corner of the herein described Parcel; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence North 35° 41' 10" East 577.91 feet to the point of beginning.

Parcel 3:

Those portions of Lots 98 and 99 of L.A.C.A. No. 51, as per map recorded in Book 1 Page 1 of Assessors maps, in the office of the County Recorder of said County, Described as follows:

Commencing at the point in the Northerly boundary of said Lot 98, distant thereon Westerly 29.05 feet from the Easterly end of a curve therein which is concave Northerly and has a radius of 1030.00 feet, a radial line of said curve passing through said point of beginning bears South 13° 05' 18" East; thence Westerly along said curve 383.45 feet; thence South 35° 41' 10" West 523.40 feet to the true point of beginning of this description; thence South 54° 18' 50" East 150.00 feet; thence North 75° 22' 00" East 234.92 feet; thence South 35° 41' 10" West 280.80 feet; thence North 54° 18' 50" West 300.00 feet; thence North 35° 41' 10" East 100.00 feet to the true point of beginning.

Assessors Parcel No: 7564-019-003,001,004,Ptn 002
7564-020-101,102,103,104,105

Leasehold interest in:

That portion of Lot 100 of Los Angeles, County Assessor's Map No. 51, in the City of Rancho Palos Verdes, County of Los Angeles, State of California, recorded in Book 1 Page 1 of Assessor's Maps, in the office of the Recorder of the County of Los Angeles, State of California, described as follows:

Beginning at the Northwesterly terminus of that certain curve in the proposed centerline of Paseo Del Mar 100 feet wide shown on Los Angeles County Surveyor's Map No. B1156 revised January, 1965, as having a radius of 2000.00 feet and a length of 1801.62 feet; thence Southeasterly along said curve a distance of 1175.00 feet, through a central angle of 33° 39' 41" to the Easterly line of the land described in the deed recorded in Book D 3522, Pages 577 to 580 inclusive of Maps in the Office of the County Recorder of said County; thence along said Easterly line South 48° 21' 12" West 50.20 feet to a point on the sideline of said Paseo Del Mar a radial to which bears North 53° 31' 22" East being also the true point of beginning of this description; thence continuing along said Easterly line South 48° 21' 12" West 525.68 feet; thence North 41° 38' 48" West 661.96 feet, to a point on a non-tangent curve concave Northwesterly and having a radius of 392.00 feet, a radial to said point bears South 42° 51' 21" East; thence Northeasterly along said curve through a central angle of 18° 12' 42", a distance of 124.60 feet; thence tangent to said curve North 28° 55' 57" East 302.10 feet to the beginning of a tangent curve concave Southerly having a radius of 27.00 feet; thence Easterly and Southeasterly along said curve through a central angle of 91° 45' 29", a distance of 43.24 feet to a point on the Southwesterly sideline of said Paseo Del Mar; thence Southeasterly along the Southwesterly sideline of said Paseo Del Mar on a curve having a radius of 1950.00 feet, concave Southwesterly, through a central angle of 22° 49' 56", a distance of 777.07 feet to the true point of beginning.

Assessor's Parcel No: 7564-021-901 and 7564-021-902

EXHIBIT I

License Agreement (Switchbacks and Other City Property)

[Attached]

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

CITY OF RANCHO PALOS VERDES
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275-5391
Attn: City Clerk

(Space Above for Recorder's Use)

LICENSE AGREEMENT (SWITCHBACKS AREA AND ADDITIONAL CITY PROPERTY)

This **LICENSE AGREEMENT (SWITCHBACKS AREA AND ADDITIONAL CITY PROPERTY)** ("**Agreement**") is made as of _____________, 2018 (the "**Effective Date**"), by and among **VH PROPERTY CORP.**, a Delaware corporation ("**Developer**"), and **VHPS, LLC**, a Delaware limited liability company ("**VHPS**", together with Developer, collectively, "**Owners**"), on the one hand, and the **CITY OF RANCHO PALOS VERDES**, a municipal corporation organized and existing under the laws of the State of California ("**City**"), on the other hand. City and Owners are sometimes individually referred to herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. City is the sole owner in fee simple of certain real property in the City of Rancho Palos Verdes, County of Los Angeles, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"), which includes (i) certain real property commonly referred to as the "Switchbacks", and (i) certain real property previously deeded or dedicated to the City by Developer, including pursuant to (A) that certain Grant Deed, made by Developer in favor of City, recorded on May 23, 2011, in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 20110719711, (B) that certain Grant Deed, made by Developer in favor of City, recorded on May 23, 2011, in the Official Records as Instrument No. 20110719715, (C) that certain Amended and Restated Irrevocable Offer to Dedicate Fee Title, dated August 22, 2000, and recorded on October 17, 2000 in the Official Records as Instrument No. 00-1613039, which was subsequently amended pursuant to that certain Amendment to Documents, recorded in the Official Records on October 23, 2000 as Instrument No. 00-1649980 offer of dedication has been accepted by the City pursuant to that certain Certificate of Acceptance, executed by the City, and recorded in the Official Records on _____________, 2018 as Instrument No. ______________, (D) that certain Grant Deed, made by Developer in favor of City, for the property known as "Lot H", which was recorded in the Official Records on ______________, 2018, as Instrument No. ________________, and (vi) that certain Grant Deed, made by Owners in favor of City, for the property known as "Lot K" of VTTM Nos. 50666 and 50667, which was recorded in the Official Records on ______________, 2018, as Instrument Nos. ________________, (vii) that certain Grant Deed, made by Developer in favor of City, for the property known as the Flagpole Lot, which was recorded in the Official Records on ______________, 2018, as Instrument No. ________________, and (viii) the dedications set forth under Final Tract Map Nos. 50666 and 50667.

B. Owners are the owners of certain property located within the City consisting of approximately 261.4 acres (the "**Development Property**") upon which Developer and/or its predecessors-in-interest have constructed, or is in the process of constructing, an 18 hole golf course, a driving range, a golf clubhouse, parking facilities, a residential planned development consisting of 59 single family dwelling units, pedestrian and bicycle trails, native habitat preserves and related facilities (the "**Project**"), pursuant to that certain Development Agreement for the Project, dated November 20, 1997, and recorded on December 8, 1997 in the Official Records of Los Angeles County ("**Official Records**") as Instrument No. 97-1929840, which was subsequently amended from time to time pursuant to sixteen amendments prior to the date hereof (such Development Agreement, together with all such amendments, collectively, the “**Original Development Agreement**”). In connection therewith, Owners' predecessors-in-interest to the Development Property executed that certain Declaration of Restrictions, which was recorded in the Official Records on December 8, 1997 as Instrument No. 97-1929842 (the "**Original Declaration**"), and which provided for certain maintenance obligations of Original Developer with respect to the Property.

C. Concurrently herewith, (i) the Original Development Agreement is being amended and restated in its entirety to address certain changes and modifications to the development plans for the Project and the understandings between the City and the Owners regarding the Project (such amended and restated development agreement, the "**Development Agreement**"), and (ii) the Original Declaration is being amended and restated in its entirety to address certain changes and modifications to the maintenance obligations of Owners (as successors-in-interest to Original Developer, as defined below) under the Original Declaration (such amended and restated declaration, the "**Declaration**"), both of which provide for, among other things, Owners' continued habitat restoration, preservation, maintenance and management obligations with respect to certain habitat conservation and restoration areas, trails, landscaping, open spaces, and other public facilities and amenities located on the Property and other City-owned Property.

D. As part of the approval process for the Project, City has conducted, pursuant to the provisions of the California Environmental Quality Act ("**CEQA**"), an analysis of the environmental effects, which would be caused by the Project. As part of that environmental review, City certified the Environmental Impact Report (EIR No. 36) prepared for the Project, supplemental EIRs and subsequent addenda thereto, a separate mitigated negative declaration, and imposed a series of mitigation measures in connection with the Project, and made all required environmental findings.

E. The mitigation measures imposed on the Project include requirements that Owners take affirmative steps to preserve and enhance certain sensitive habitats, including the Coastal Sage Scrub Habitat, which are of value in the efforts that are being undertaken by various governmental entities, including City, the California Department of Fish and Game ("**DFG**"), and the United States Fish and Wildlife Service ("**USFWS**"), on behalf of the people of Los Angeles County, the people of the State of California and the people of the United States, to preserve certain species including, but not limited to, the California Gnatcatcher, which is listed as a threatened species under the Federal Endangered Species Act.

F. Pursuant to the mitigation measures imposed on the Project, Owners' predecessor-in-interest, Ocean Trails, L.P. ("**Original Developer**"), entered into (i) that certain Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan ("**Original HCP**"), which was subsequently amended pursuant to that certain Habitat Conservation Plan Amendment, approved by the City Council of City on July 18, 2000 (as so amended, and as the same may be hereafter amended or modified from time to time with the approval of the City and applicable resource agencies, the "**Amended HCP**"), and (ii) that certain Implementing Agreement, which was amended pursuant to that certain Implementing Agreement for the HCP, which was subsequently amended pursuant to that certain Amendment to the Implementing Agreement for the Ocean Trails HCP, approved by the City Council of City on July 18, 2000 (as so amended, the "**Implementing Agreement**"). The Amended HCP and Implementing Agreement required Owners (as successor-in-interest to Original Developer) to perform certain habitat restoration activities, including a specified amount of revegetation and habitat enhancement, to replace the sensitive habitat disturbed or damaged by development of the Project.

G. Pursuant to the terms of the Original HCP, and in order to facilitate Original Developer's environmental restoration efforts, the County of Los Angeles and City previously dedicated certain conservation easements to DFG. Said easements, respectively, consisted of (i) a twenty (20) acre conservation easement over the upper (northern) portion of Shoreline Park as set forth in that certain "IRREVOCABLE OFFER TO CONVEY A CONSERVATION EASEMENT TO THE CALIFORNIA DEPARTMENT OF FISH AND GAME" recorded in the Official Records on December 18, 1997, as Instrument No. 97-1990231 (the "**Northern Shoreline Park Easement**"), and (ii) an approximately ninety-six acre conservation easement over a portion of City-owned property commonly referred to as the "Switchback" property as set forth in that certain "IRREVOCABLE OFFER TO CONVEY A CONSERVATION EASEMENT TO THE CALIFORNIA DEPARTMENT OF FISH AND GAME" recorded in the Official Records on December 18, 1997, as Instrument No. 97-1990232 (the "**Switchback Easement**") of which approximately twenty-one (21) acres was to be re-vegetated or enhanced by Original Developer.

H. Pursuant to the terms of the Amended HCP, as a result of a landslide on a portion of the Switchback Easement area, Original Developer and City approved the use of an additional ten (10) acres of Shoreline Park in exchange for suspending revegetation efforts on ten (10) acres of the Switchback Easement as required under the Original HCP.

I. Pursuant to the terms of the Amended HCP, and in order to facilitate Original Developer's environmental restoration efforts, the City dedicated an additional conservation easements to DFG over a portion of City-owned property commonly referred to as the "Southerly Portion of Shoreline Park" property as set forth in that certain "IRREVOCABLE OFFER TO CONVEY A CONSERVATION EASEMENT TO THE CALIFORNIA DEPARTMENT OF FISH AND GAME" recorded in the Official Records on September 18, 2000, as Instrument No. 00-1456233 (the "**Southern Shoreline Park Easement**", together with the Northern Shoreline Park Easement, collectively, the "**Shoreline Park Easement**").

J. The Development Agreement, Declaration, and Switchback Easement set forth, among other things, (i) the duties and obligations of City and Owners with respect to the establishment of the Switchback Easement over the Property; (ii) the prior payment by Original Developer to City of the sum of One Hundred Sixty-Five Thousand dollars ($165,000) for use of portions of the Switchback Easement and Shoreline Park Easement areas for habitat restoration purposes as mitigation for development of the Project, and (iii) the duties and obligations of City and Owners with respect to the long term maintenance of and management responsibilities for the Switchback Easement, the Property, and other City-owned Property .

K. Under the Amended HCP, the Implementing Agreement, and the Declaration, Owners are currently obligated to (i) perform certain environmental restoration and enhancement work on City-owned property, including revegetation and habitat conservation on a portion of the Property consisting of approximately eleven (11) acres (the "**Switchbacks Licensed Area**") as shown on Exhibit B, attached hereto, (ii) perform certain maintenance and management obligations on City-owned property (such property, together with the Switchbacks Licensed Area, collectively, the "**Licensed Area**") with respect to certain trails, bicycle paths, open spaces, signage, public facilities and amenities, park spaces, fire breaks, streets, parking areas, drainage systems, trash and recycling containers, restrooms, fencing, walls, planting, and landscaping, all as more particularly described in the Declaration, and (iii) perform certain environmental restoration and enhancement work on City-owned property, including revegetation and habitat conservation on additional property located within the Northern Shoreline Park Easement area and the Southern Shoreline Park Easement area, more particularly described in that certain Shoreline Park License Agreement, between Original Developer and City, recorded in the Official Records on September 18, 2000 as Instrument No. 00-1456232, which is being amended pursuant to that certain First Amendment to Shoreline Park License Agreement, between Owners and the City, which shall be recorded in the Official Records concurrently herewith (as so amended, the "**Shoreline Park License Agreement**").

L. City and Owners mutually desire to enter into this Agreement to provide for Owners' rights of non-exclusive use of the Licensed Area to satisfy its habitat mitigation measures and other obligation as set forth in the Declaration in connection with the Project.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** Recitals A through L are hereby incorporated by this reference as though set forth in full and made a part of this expressly Agreement.

2. **Incorporation of Exhibits**. Exhibits "A" and "B" are hereby incorporated by this reference as though set forth in full and are expressly made a part of this Agreement:

Exhibit	Description
A	Legal Description / Depiction of the Property
B	Legal Description / Depiction of the Licensed Area

3. **Mutual Benefits.** This Agreement is entered into for the purpose of carrying out the intent of the Parties with respect to Owners' use of the Licensed Area, and their respective performance of obligations under the Amended HCP, the Implementing Agreement, the Declaration, and the Switchback Easement, in a manner that will insure certain anticipated benefits to both City and its residents and to Owners, as set forth in this Section. City and Owners agree that, due to the nature of the habitat mitigation measures being imposed, certain assurances on the part of each Party as to the Project have already been made or may be necessary to achieve those desired benefits.

3.1 Benefits to City. The benefits to City (including, without limitation, the City's residents) under the Amended HCP, the Implementing Agreement, the Declaration, and the Switchback Easement, as facilitated in part by this Agreement include, but are not limited to: (a) planting of additional habitat; (b) maintenance and management by Owners of the habitat, public amenities, trails, parks and open space areas, landscaping, planting, and other facilities and amenities located on the Licensed Area, as referred in the Amended HCP, the Implementing Agreement, and the Declaration.

3.2 Benefits to Owners. Owners expended and will continue to expend substantial amounts of time and money on the planning and infrastructure construction of the Project. In addition, Owners will expend substantial amounts of time and money in constructing public improvements and facilities and in providing for public services in connection with the Project. Owners would not make such additional expenditures without this Agreement and such additional expenditures will be made in reliance upon this Agreement. The benefits to Owners under this Agreement consist of: (a) the non-exclusive use of certain City-owned property located within the Licensed Area as set forth in Exhibit B hereto, in order to facilitate Owners' maintenance, management and habitat restoration obligations under the Amended HCP, the Implementing Agreement, and the Declaration.

4. **Obligations of the Parties**. Under the terms of this Agreement, the Parties hereby accept the following obligations:

4.1 Obligations of City. Subject to the terms of this Agreement, City hereby grants to Owners and their respective successors and assigns, at Owners' sole cost, expense, and risk, a non-exclusive “License” to enter the Licensed Area in order to perform its maintenance, management, and habitat restoration obligations as set forth in the Amended HCP, Implementing Agreement, and the Declaration. City shall execute and record this Agreement conveying the right to Owners to enter upon the Licensed Area described in Exhibit B to plant, enhance, irrigate and maintain the Coastal Sage Scrub Habitat and perform its other maintenance and management obligations, as described in the Amended HCP, the Implementing Agreement, and the Declaration.

4.2 Obligations of Owners. The Owners’ License is expressly subject to Owners’ continued performance of the maintenance, management and habitat restoration activities on the Licensed Area described in Exhibit B, subject to City's review and approval, and in accordance with the Amended HCP, the Implementing Agreement, and the Declaration, and is expressly subject to all rights, obligations, and remedies set forth in such documents and agreements.

5. **Effect on Prior Agreements.** Nothing in this Agreement shall relieve Owners or City of their respective obligations and duties, if any, under the Development Agreement, the Amended HCP, the Implementing Agreement, the Switchback Easement, the Northerly Shoreline Park Easement, the Southern Shoreline Park Easement, the Shoreline Park License Agreement, or the Declaration, except as expressly set forth herein.

6. **Binding Effect of Agreement.** The burdens of this Agreement bind and the benefits of this Agreement inure to the benefit of the successors in interest to the Parties hereto.

7. **Relationship of Parties.** The contractual relationship between City and Owners is that Owners are each an independent entity and not the agent of City.

8. **Term.** The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect so long as the Project, including, without limitation, the golf course and golf clubhouse (currently known as the Trump National Golf Club), or any modification of said development remains in existence in or upon any part of the Owners' property, and thereby confers the intended benefit upon the Owners' property, unless earlier terminated by either Party, as provided herein.

9. **Hold Harmless.** Owners hereby agree to hold City, its officers, agents, employees, partners and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the negligence or intentional, wrongful misconduct of Owners or of Owners' contractors, subcontractors, agents, employees or other persons acting on Owners' behalf (the "**Owner Representatives**") which relate to the Owners' or any Owner Representatives' entry upon the Licensed Area, and/or its use of the Licensed Area. Owners hereby agree to defend and indemnify City and its officers, agents, employees, partners and representatives from any and all actions for damages caused or alleged to have been caused by reason of the negligent or intentional, wrongful misconduct of Owners or of any Owner Representatives in connection with Owners' or any Owner Representatives" entry upon the Licensed Area and/or its use of the Licensed Area.

10. **Events of Default**

10.1 Default by Owners. If City determines on the basis of substantial evidence that Developer or VHPS have not complied in good faith with the terms and conditions of this Agreement, City may, by written notice to Developer and/or VHPS, specify the manner in which such Party has failed to so comply and state the steps Developer and/or VHPS must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from City specifying the manner in which Developer and/or VHPS has failed to so comply, Developer and/or VHPS does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then Developer and/or VHPS, as applicable shall be deemed to be in default under the terms of this Agreement and City may terminate this Agreement or seek specific performance as set forth in Section 10.3 below.

10.2 Default by City. If Owners determine on the basis of substantial evidence that City has not complied in good faith with the terms and conditions of this Agreement, Owners shall, by written notice to City, specify the manner in which City has failed to so comply and state the steps City must take to bring itself into compliance. If, within sixty (60) days after the effective date of notice from either Owner specifying the manner in which City has failed to so comply, City does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion, then City shall be deemed to be in default under the terms of this Agreement and Owners may terminate this Agreement or seek specific performance as set forth in Section 10.3 below.

10.3 Specific Performance Remedy. Due to the size, nature and scope of the habitat mitigation in connection with the Project, and due to the fact that it will not be practical or possible to abandon the Switchback Easement on the Property once implementation of this Agreement has begun, the Parties acknowledge that money damages and remedies at law generally are inadequate and that specific performance is appropriate for the enforcement of this Agreement. Therefore, the remedy of specific performance shall be available to all Parties hereto. This subsection shall not limit any other rights, remedies, or causes of action that any party may have at law or equity.

11. **Institution of Legal Action.** In addition to any other rights or remedies, any of the Parties may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, to recover damages for any default, or to obtain any other remedies consistent with the purposes of this Agreement. Any such legal action shall be brought in the Superior Court for Los Angeles County, California.

12. **Notices.** All notices, including, without limitation, all approvals and consents, required or permitted under this Agreement shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to a party at its address shown below, or to any other notice address designated in writing by such party. Any notice so delivered by messenger shall be deemed delivered upon actual delivery. Any notice so delivered by US mail shall be deemed delivered three (3) days after deposit in the US Mail.

TO CITY:
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275
Attn: City Manager

AND TO:
Aleshire & Wynder, LLP.
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245
Attn: William Wynder

TO DEVELOPER: VH Property Corp.
dba Trump National Golf Club Los Angeles
One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VH Property Corp.
dba Trump National Golf Club Los Angeles
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Officer

TO VHPS: VHPS, LLC
c/o One Trump National Drive
Rancho Palos Verdes, CA 90275
Attn: Jill A. Martin

AND TO: VHPS, LLC
725 Fifth Avenue
New York, NY 10022
Attn: Alan Garten, Chief Legal Officer

13. **Recordation; Binding Effect of Agreement**. Promptly following the Parties' execution of this Agreement, this Agreement shall be recorded against the Golf Course Property and the Licensed Area, and this Agreement shall be binding upon the City and its successors in interest, each Owner, and any subsequent owner(s) of any portion of the Development Property that comprises the Golf Course (as defined in the Declaration).

14. **Waivers and Delays**.

14.1 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by any other Party, and failure by a Party to exercise its rights upon a default by any other Party hereto, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future.

14.2 Third Parties. Nonperformance shall not be excused because of a failure of a third person except as provided in Section 14.3 below

14.3 Force Majeure. No Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, other labor difficulties, government regulations, court actions, or other causes beyond the party's control.

15. **Attorneys' Fees.** If legal action is brought by either Party against any other for breach of this Agreement, or to compel performance under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

16. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Agreement.

17. **Severability of Terms.** If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to enforce.

18. **Interpretation and Governing Law.** This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California.

19. **Cooperation.** Each Party covenants to take such reasonable actions and execute all documents that may be necessary to achieve the purposes and objectives of this Agreement.

20. **Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by both City and Owners (or their successors-in-interest). The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

21. **Counterparts.** This Agreement may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

22. **Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their lawfully authorized officers.

DEVELOPER:

VH PROPERTY CORP.,
a Delaware corporation

By: ___________________________________
Name:
Title:

By: ___________________________________
Name:
Title:

VHPS:

VHPS, LLC,
a Delaware limited liability company

By: ___________________________________
Name:
Title:

By: ___________________________________
Name:
Title:

CITY:

CITY OF RANCHO PALOS VERDES, a municipal corporation

____
Susan M. Brooks, Mayor

ATTEST:

____
Emily Colborn, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

____
William W. Wynder, City Attorney

NOTARY ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On __________, 2018 before me, ________________, personally appeared ________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____________________________________

EXHIBIT A

Description / Depiction of the Property

[TO BE COMPLETED AND ATTACHED PRIOR TO CITY COUNCIL REVIEW]

EXHIBIT B

Description / Depiction of the Licensed Area

[TO BE COMPLETED AND ATTACHED PRIOR TO CITY COUNCIL REVIEW]

EXHIBIT J

Chapter 3.40 of the Rancho Palos Verdes Municipal Code

[Attached]

Chapter 3.40 - GOLF TAX

Sections:

3.40.010 - Title.

The ordinance codified in this chapter shall be known as the uniform golf tax ordinance of the city.

(Ord. 291 § 2 (part), 1993)

3.40.020 - Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter:

A. "Golf course" means any large course having a series of holes spaced considerably apart designed for the playing of the game of golf. For the purpose of this chapter, a golf course includes a driving range.

B. "Golf fees" means the consideration charged, whether or not received, for the use of a golf course or driving range, whether to be received in money, or in any other form including, without limitation, services, credits, goods, or labor of any kind or nature, without any deduction therefrom.

C. "Operator" means the person who is the proprietor of the golf course, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs some or all of his/her functions through an agent of any type or character, other than an employee, including an agent whose only duty is to sell or resell the opportunity to use a golf course, the agent shall also be deemed an operator for the purpose of this chapter and shall have the same duties and liabilities as the principal.

D. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

E. "Tax administrator" means the director of finance of the city or other person designated by the city manager.

F. "User" means any person who exercises use of or is entitled to use a golf course by reason of concession, permit, right of access, membership, license or other agreement.

(Ord. 370 § 1, 2001; Ord. 291 § 2 (part), 1993)

3.40.030 - Tax imposed.

For the opportunity of playing golf in the city, each user is subject to and shall pay a tax in the amount of ten percent of the golf fees charged by the operator. The tax constitutes a debt owed by the user to the city which is extinguished only by payment to the operator or the city.

(Ord. 291 § 2 (part), 1993)

3.40.040 - Tax collection.

A. Each operator shall collect the tax imposed by this chapter to the same extent and at the same time as the golf fees are collected from every user.

B. The amount of tax shall be separately stated from the amount of the golf fees charged, and each user shall receive a receipt for payment from the operator.

C. Any good(s) or service(s) that the operator requires any user to rent or purchase in order to use the golf course, which the operator contends is (are) exempt from the golf tax, shall be separately stated from the amount of the golf fees on the invoice or receipt that is provided to the user. In no event shall the total charges for such separately stated required items exceed twenty-five percent of the golf fee that is charged to the user to play a round of golf.

D. If the golf fee is combined with any other service or use (such as, for example, the purchase of a meal), then for purposes of computing the tax that is imposed under this chapter, the charge for the round of golf or use of a driving range shall be imputed at the standard golf fee that is charged by the operator without any discount, promotion or combination of services.

E. If the golf fees are paid in installments, a proportionate share of the tax shall be paid with each installment; any unpaid tax shall be due upon the user's ceasing use of the golf course.

F. If golf fees are paid as part of any membership fee or dues, the operator shall collect a tax on an amount thereof that is fairly allocable to the golf fees or number of rounds the person paying such membership fee or dues is entitled to play under the terms of the membership, or the average number of rounds played by persons paying such membership fees or dues, whichever is greater.

G. Any operator shall maintain accounting records, using generally accepted accounting principles, that are acceptable to the tax administrator to compute, collect, report and remit the golf tax. Such accounting records shall include, but not be limited to, vouchers or any other methods that the tax administrator may require to verify the golf fees that are being charged, whether by sale or resale, and the golf tax that is owed to the city.

(Ord. 370 § 2, 2001: Ord. 291 § 2 (part), 1993)

3.40.050 - Reporting and remitting.

Each operator shall, on or before the twentieth day of the month following the close of the prior calendar month, make a return to the tax administrator, on forms provided by the tax administrator, of the total golf fees charged and received and the amount of the tax collected. At the time the return is filed, the full amount of the tax collected shall be remitted to the tax administrator. The tax administrator may establish shorter reporting periods for any operator if the tax administrator deems it necessary in order to insure collection of the tax, and the tax administrator may require additional information in the return. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the city until payment thereof is made to the tax administrator.

(Ord. 291 § 2 (part), 1993)

3.40.060 - Failure to remit tax.

A. Original Delinquency. Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.

B. Continued Delinquency. Any operator who fails to remit any delinquent remittance within thirty days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax and the ten percent penalty first imposed.

C. Fraud. If the tax administrator determines that the nonpayment of any remittance due under this chapter is due to fraud, a penalty of twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections A and B of this section.

D. Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one and one-half percent per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

E. Penalties Merged With Tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax which is required to be paid.

(Ord. 291 § 2 (part), 1993)

3.40.070 - Failure to collect and report tax—Determination of tax by tax administrator.

A. If any operator fails or refuses to collect the tax and to make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he or she may deem best to obtain facts and information on which to base his or her estimate of the tax due.

B. As soon as the tax administrator procures such facts and information as he or she is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, the tax administrator shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. When such a determination is made, the tax administrator shall give a notice of the amount so assessed by personal service to the operator or the operator's representative, or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address. Such operator may within ten days after the service or mailing of such notice make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is timely made, the tax administrator shall give not less than five days' written notice, in the manner prescribed in this section, to the operator of the time and place fixed for a hearing. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed in this section of such determination and the amount of such tax, interest and penalties so determined. The amount determined to be due shall thereupon be due and payable.

(Ord. 291 § 2 (part), 1993)

3.40.080 - Appeal.

Any operator aggrieved by any decision of the tax administrator made at or following such a hearing with respect to the amount of such tax, interest and penalties, if any, may appeal to the city council by filing a notice of appeal with the city clerk within fifteen days after the serving or mailing of notice of a determination by the tax administrator of the tax which is due. The city council shall set a time and place for hearing such appeal, and the city clerk shall give notice of the time and place of such hearing in writing to such operator at his/her last known place of address. The findings of the city council shall be final and conclusive and notice thereof shall be served upon the appellant in the manner prescribed in Section 3.40.070 for service of notice of hearing. Any amount found to be due, together with interest at the rate prescribed in Section 3.40.060 from the date such tax accrued and penalty, shall be immediately due and payable upon the service of notice.

(Ord. 291 § 2 (part), 1993)

3.40.090 - Records.

It shall be the duty of every operator required by this chapter to collect and pay to the city any tax imposed by this chapter, to keep and preserve, for a period of three years from the date of payment to the city, all records as may be necessary to determine the amount of such tax as the operator may have been responsible for the collection of and payment to the city, which records the tax administrator shall have the right to inspect at all reasonable times. If any operator fails to maintain such records, the tax administrator shall make a determination of the amount of tax due using such information and criteria as the tax administrator deems to be reasonable and relevant.

(Ord. 291 § 2 (part), 1993)

3.40.100 - Refunds.

A. Whenever the amount of any tax, interest or penalty has been overpaid, paid more than once or erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in subsections B and C of this section provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator within one year of the date of payment. Any action brought against the city pursuant to this section shall be subject to the provisions of Government Code Sections 945.6 and 946. Compliance with this section shall be a prerequisite to a suit thereon. The claim shall be on forms furnished by the tax administrator, shall be presented in accordance with the requirements of Section 3.24.030 and shall clearly establish the claimant's right to the refund by written records demonstrating entitlement thereto. It is the intent of the city that the one-year claim requirement of this subsection be given retroactive effect; provided, however, that any claims that arose prior to the enactment date of the one-year claims period set forth in this subsection, which are not otherwise barred by the then-applicable statute of limitations or claim procedure, are filed with the tax administrator as provided in this title within ninety days following the effective date of this amended subsection (March 2, 2004).

B. An operator may claim a refund, or take as a credit against taxes due and not yet remitted, the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the tax administrator that the person from whom the tax has been collected was not a user; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the user or credited to any golf fees subsequently payable by the user to the operator.

C. A user may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the city by filing a claim in the manner provided in subsection A of this section, but only when the tax was paid by the user directly to the tax administrator, or when the user having paid the tax to the operator, establishes to the satisfaction of the tax administrator that the user has been unable to obtain a refund from the operator who collected the tax.

D. No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records and/or other evidence to the satisfaction of the tax administrator.

(Ord. 403 § 12, 2004; Ord. 291 § 2 (part), 1993)

3.40.110 - Actions to collect.

Any tax required to be paid by any user under the provisions of this chapter shall be deemed a debt owed by the user to the city. Any tax collected by an operator which has not been paid to the city shall be deemed a debt owed by the operator to the city. The amount of any tax the operator refuses or fails to collect, and which has been assessed against the operator pursuant to Section 3.40.070 shall be deemed a debt owed by the operator to the city. Any person owing money to the city under any provision of this chapter shall be liable for the amount of tax owed, plus interest and penalty, if any, in a civil action brought in the name of the city for the recovery of such amount.

(Ord. 291 § 2 (part), 1993)

3.40.120 - Penalty for violation.

A. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punishable therefor by a fine of not more than one thousand dollars or by imprisonment in the county jail for a period of not more than six months or by both such fine and imprisonment.

B. Any operator or other person who fails or refuses to furnish any return required to be made by this chapter, or who fails or refuses to furnish a supplemental return or other data required by the tax administrator, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as set forth in subsection A of this section. Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this chapter to be made, is guilty of a misdemeanor and is punishable as set forth in subsection A of this section.

(Ord. 291 § 2 (part), 1993)

3.40.130 - Exemptions.

A. No tax shall be imposed upon any person as to whom it is beyond the power of the city to impose the tax provided in this chapter.

B. No tax shall be imposed upon any user of a golf course that is entirely owned and/or operated by a governmental entity.

(Ord. 370 § 3, 2001; Ord. 291 § 2 (part), 1993)

3.40.140 - Legislative review.

Beginning in January, 1996, and every four years thereafter, the city manager shall submit for consideration by the city council an analysis of the revenues derived from the taxes imposed by this chapter. Based on the needs of the city, the city council shall determine if any modifications to the rate is necessary or if the tax imposed by this chapter should be repealed. Said review shall be completed by the city council prior to the adoption of the budget being prepared for the next fiscal year. This chapter shall be repealed if the city council does not conduct the review required by this section.

(Ord. 291 § 2 (part), 1993)

EXHIBIT K

Project CEQA Environmental Documentation

[Attached]

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	A. LANDFORM, GEOLOGY, AND SOILS			
1.	The project proponent shall limit all grading activity to the hours between 7:00 a.m. and 7:00 p.m., Monday through Saturday, and grading shall be prohibited on Sundays and holidays.	Site Inspection	Throughout Grading Process	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
2.	The project proponent shall comply with SCAQMD rule 403 which requires watering during grading to reduce impacts associated with dust generation (see Section II, H Air Quality.)	Site Inspection	Throughout Grading Process	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
3.	The project proponent shall be required to obtain grading permit pursuant to city ordinance for all new construction activity. Where grading activities have the potential to reduce the viability of stream habitat or add loose soil and rocks to the drainageways, an erosion and sediment transport control plan shall be required. The plan shall identify methods to prevent sediment from leaving the construction sites. Incorporation of this plan into the project design would reduce the potential erosion, sedimentation and flood-inducing impacts of site grading to a less than significant level.	Submittal of Erosion and Sediment Control Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
4.	The project proponent shall be required to perform detailed geotechnical investigations throughout Subregions 7 and 8 prior to issuance of grading permit or Recordation of the Final Map, whichever occurs first. Results of these investigations shall be used to clarify the location of the foundation line and define onsite geotechnical hazards. All geotechnical investigations shall be conducted by a qualified registered geologist.	Submittal of Geotechnical Investigation	Prior to Issuance of Grading Permit or Recordation of the Final Map, whichever occurs first.	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mitig. Cond. No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
5.	All habitable structures and other essential facilities shall be constructed inland of the foundation line.	Grading and Building Plan Check	Prior to Issuance of Grading and Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
6.	The project proponent shall reduce the risk of over-watering associated with golf course, landscaped, common or public open space, by the use of monitored watering systems (watering would be done as needed rather than on a fixed schedule basis.)	Preliminary Landscape Plan Check; Final Landscape Plan Check	Prior to Issuance of Grading Permit; Prior to Recordation of Final Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
7.	The project proponent shall ensure that runoff from landscaping sources be collected and directed into the project storm drain system. The storm drain system shall also collect runoff from the natural drainage courses to minimize infiltration into subsoils.	Drainage Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Department of Public Works
8.	The project proponent shall balance cut and fill earthwork within the total project site.	Grading Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
9.	All of the recommendations made by the project geologist, except as modified by the City Geologist, shall be incorporated into the design and construction of the project.	Grading Plan Check	Prior to Issuance of Grading Permit and Throughout Grading Process	City of Rancho Palos Verdes, Department of Public Works
10.	A limit shall be placed on the number and size of "wet type" retention basins and basin bottoms shall be lined with low permeable materials to the satisfaction of the Director of Public Works.	Grading Plan Check	Prior to Issuance of Grading Permit and Throughout Grading Process	City of Rancho Palos Verdes, Department of Public Works

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	B. HYDROLOGY AND DRAINAGE			
11.	Prior to filing of the final map, the project proponent shall submit a final hydrology study to the Director of Public Works to detail adverse impacts to existing flood control facilities anticipated to be generated by the proposed project. Should the Director of Public Works determine that adverse impacts shall result, the project proponent shall be required to post a bond in an amount to be determined by the Director of Public Works, which shall be based on the project's fair share of the necessary downstream improvements.	Approval of Final Hydrology Study; posting of bonds, if required.	Prior to Filing of Final Map	City of Rancho Palos Verdes, Director of Public Works
12.	Prior to the issuance of grading permits, or prior to recordation of a final tract map, whichever occurs first, the developer shall submit a Storm Water Pollution Prevention Plan. The post-construction portion of the Storm Water Pollution Prevention Plan shall be reviewed and approved by the Planning Commission. The Storm Water Pollution Prevention Plan shall incorporate by detail or reference appropriate post-construction Best Management Practices (BMPs) to: a. Implement, to the maximum extent practicable, requirements established by appropriate governmental agencies under CEQA, Section 404 of the Clean Water Act, local ordinances and other legal authorities intended to minimize impacts from storm water runoff on the biological integrity of natural drainage systems and water bodies;	Approval of Storm Water Pollution Prevention Plan	Prior to Issuance of Grading Permit or recordation of Final Tract Map, whichever occurs first.	City of Rancho Palos Verdes, Department of Public Works

Mitig. Cond. No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	b. Maximize, to this maximum extent practicable, the percentage of permeable surfaces to allow more percolation of storm water into the ground; c. Minimize, to the maximum extent practicable, the amount of storm water directed to impermeable areas; d. Minimize, to the maximum extent practicable, parking lot pollution through the use of appropriate BMPs such as retention, infiltration, and good housekeeping; e. Establish reasonable limits on the clearing of vegetation from the project site, including, but not limited to, regulation of the length of time during which soil may be exposed and, in certain sensitive cases, the prohibition of bare soil; and f. Provide for appropriate permanent controls to reduce storm water pollutant load produced by the development site to the maximum extent practicable. Further, the Storm Water Pollution Prevention Plan shall contain requirements to be adhered to during project construction. The pre-construction Storm Water Pollution Prevention Plan shall be reviewed and approved by the Director Of Public Works. These practices should:			

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	a. Include erosion and sediment control practices; b. Address multiple construction activity related pollutants; c. Focus on BMPs such as source minimization, education, good housekeeping, good waste management, and good site planning; d. Target construction areas and activities with the potential to generate significant pollutant loads; e. Require retention on the site, to the maximum extent practicable, of sediment, construction waste, and other pollutants from construction activity; f. Requires, to the maximum extent practicable, management of excavated soil on site to minimize the amount of sediment that escapes to streets, drainage facilities, or adjoining properties; g. Require, to the maximum extent practicable, use of structural drainage controls to minimize the escape of sediment and other pollutants from the site; and h. Require, to the maximum extent practicable, containment of runoff from equipment and vehicle washing at construction sites, unless treated to remove sediments and pollutants.			

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond. No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	[illegible] Monitoring Milestone	Party Responsible for Monitoring
13.	The project proponent shall ensure that storm drain facilities for any development on the site be designed to convey the predicted 50-year peak flow rate with additional factors of safety to provide a 100-year level of flood protection to inhabited structures in accordance with applicable criteria set forth by the Los Angeles County Flood Control District.	Drainage Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Department of Public Works, or Los Angeles Co. Flood Control District
14.	In accordance with Section 1600 et. seq. of the California Fish and Game Code, the project proponent shall notify the State Department of Fish and Game and any appropriate permits obtained prior to commencement of grading or vegetation removal within the two major drainage courses crossing the site.	Proof of Notification, or Proper Permit Acquisition	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
15.	The U.S. Army Corps of Engineers shall be contacted by the project proponent prior to alteration of any drainage courses onsite to determine jurisdiction and permit requirements, if any, with respect to Section 404 of the Clean Water Act (as amended 1984.)	Proof of Notification, or Proper Permit Acquisition	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Department of Public Works
16.	Pursuant to the National Clean Water Act, the project proponent shall obtain a National Pollutant Discharge Elimination system (NPDES) Permit from the County of Los Angeles prior to issuance of grading permit.	Grading Plan Check, Drainage Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Department of Public Works, or County of Los Angeles
17.	The project proponent shall construct energy dissipating structures at the storm drain outlets at the base of the bluffs to reduce flow velocities and subsequent erosion impacts to the beach. These structures will be designed to aesthetically blend with the bluffs according to the design criteria set for the in the Preliminary Drainage Study included in Appendix C.	Drainage Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Department of Public Works

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
18.	The proposed golf course and ancillary uses shall be subject to review by the Los Angeles County Department of Public Works, Waste Management Division.	Apply for Permit	Prior to Issuance of Grading Permit	Los Angeles County Department of Public Works, Waste Management Division
	C. BIOLOGICAL RESOURCES			
19.	Prior to grading, the project proponent shall submit a Habitat Conservation Plan (HCP) for subsequent review and approval of the Planning Commission. The strategy of this mitigation program will be to protect the most valuable existing resources and to utilize other strategies (replacement and enhancement) to provide additional resource value.	Approval of Habitat Conservation Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes Planning, Building and Code Enforcement
20.	The project proponent shall improve or create Coastal Sage Scrub habitat in areas which are immediately adjacent to the existing large area of native Coastal Sage Scrub, within the unused portions of the golf course and at appropriate locations along the top edge of the bluff, where it shall complement the Coastal Sage Scrub species which exist on the rugged bluff face. The species balance of seed mixes and container plants used for this enhancement effort shall be designed to approximate the dominant native species composition in the relatively undisturbed Coastal Sage Scrub areas.	Approval of Habitat Conservation Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
21.	The project proponent shall implement enhancement plantings in the areas surrounding the preserved streambeds. For this plan, this type of enhancement area is termed a Coastal Sage Scrub/Riparian transition zone. Plant species used in this area shall be a mixture of Riparian and Coastal Sage Scrub species,	Approval of Habitat Conservation Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mitig. Cond. No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	with Riparian plants dominant in and around the existing drainage and Coastal Sage Scrub species with Riparian plants dominant in and around the existing drainages and Coastal Sage Scrub species dominant on the outer edges of this zone. In these areas, which are relatively close to the bluff edge, the riparian plants shall primarily be low growing species which can tolerate mesic (moderate water) conditions. Plants shall be selected so that they do not interfere with coastal views.			
22.	The project proponent shall select a species composition in the enhancement areas which provide a potential habitat for the California gnatcatcher (Polioptila californica.)	Approval of Habitat Conservation Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
23.	The landscaping emphasis in golf courses and residential transition perimeter areas for the project shall be on the use of native species designed to blend with the natural environment and complement the preserved areas. The open space areas in particular shall be designed to simulate appropriate native plant communities. The project proponent is responsible for implementing these landscaping techniques.	Approval of Habitat Conservation Plan; Approval of Preliminary Landscape Plan; Approval of Final Landscape Plans	Prior to Issuance of Grading Permit; Prior to Recordation of Final Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
24.	The project proponent shall ensure successful implementation of the Habitat Conservation Plan by the use of specially designed irrigation systems. Management techniques for the control of runoff shall be utilized to ensure that preserved habitats shall not be adversely affected.	Drainage and Preliminary Landscape Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
25.	The project proponent shall be required to preserve the lower portions of the two main drainages and the upper portion of the westernmost drainage. The precise location and acreage of the preserve area shall be determined by the Director of Planning, Building & Code Enforcement of the City of Rancho Palos Verdes upon subsequent environmental evaluation.	Approval of Proper permit acquisition.	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
26.	The project proponent shall ensure that there shall be no net loss of riparian habitat value associated with modification of the streams per Section 1600 et seq. of the California Fish and Game Code.	Proper permit acquisition.	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
27.	The project proponent shall preserve the existing coastal bluff habitats and beaches, except for the limited public accessways.	Approval of Habitat Conservation Plan	Prior to Recordation of Final Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
28.	A U.S. Army Corps of Engineers 404 permit shall be obtained by the project proponent, if required.	Proper Permit Acquisition	Prior to Issuance of Grading Permit	U.S. Army Corps of Engineers
29.	Any material deposited in drainage channels within the open space areas shall be removed by the project proponent prior to the completion of grading.	Site Inspection	Throughout Grading Process	City of Rancho Palos Verdes
30.	A maximum effort shall be utilized by the project proponent's earth-moving equipment operation to avoid unnecessary maneuvering in areas outside the immediate project area.	Site Inspection	Throughout Grading Process	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mitig. Cond. No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
31.	The project proponent shall take measures to eliminate entry of sediment resulting from construction into drainage courses. Available measures include introduction of rapid-developing, soil-anchoring groundcover and strategic placement of runoff-retaining structures. These runoff-retaining structures and all remaining construction sediment and debris shall be removed at the time of project completion.	Drainage Plan Check; Preliminary Landscape Plan Check; Final Landscape Plan Check	Prior to Grading Permit Issuance; Prior to release of Grading Bonds	City of Rancho Palos Verdes, Department of Public Works, and Planning, Building & Code Enforcement
32.	The project proponent shall be required to adhere to deed restrictions which restrict brush clearance to that amount required for compliance with the mandated 100-foot brush clearance zone of the Los Angeles County Fire Department.	Building Plan Check	Prior to Issuance of Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
33.	The project proponent shall ensure that the fuel modification zone shall be revegetated with species that comply with fuel modification guidelines and provide suitable replacement habitat for the species which currently inhabit the area.	Prior to Approval of Final Landscape Plan	Prior to Recordation of the Final Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
34.	The project proponent shall ensure that proposed trails on the site have specified access points and shall include interpretive trails. The signposts on the trails shall educate users about the species to be observed on the trails and their value to a balanced ecology.	Approval of Habitat Conservation Plan; Approval of Public Amenities Plan	Prior to Approval of Final Habitat Conservation Plan; Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
35.	Prior to formulation of the final Habitat Conservation Plan and preliminary golf course design, a detailed survey of biological resources shall be conducted, and locations of important resources shall be mapped at a level of detail appropriate for final design considerations. Resources to be mapped include, but are not limited to: • Coastal sage scrub habitat • Coastal bluff scrub habitat • California gnatcatcher nesting areas (if any) • Cactus wren nesting areas (if any) • *Aphanisma blitoides* populations • *Astragalus trichopodus* populations • *Calandrinia maritima* populations • *Crossosoma californicum* (Mariposa Lily)	Submittal of Habitat Conservation Plan and Preliminary Golf Course Design Plan	Prior to Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
36.	The final Habitat Conservation Plan shall be prepared in concert with the preliminary golf course design, with the intent of siting the golf course areas in the least sensitive areas. This measure recognizes that some sensitive areas may nevertheless be impacted.	Golf Course Design Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
37.	For any sensitive plant populations that are unavoidably impacted by the project, relocation/transplantation measures shall be included in the Habitat Conservation Plan, to the satisfaction of the Director of Planning, Building & Code Enforcement.	Review of Habitat Conservation Plan	Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mit/Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
38.	The Habitat Conservation Plan shall include specific design of the bluff/beach trail system, with the intent of minimizing impacts to sensitive areas as a primary consideration. The Habitat Conservation Plan shall include measures for restoration of bluff areas already impacted by trails that are not part of the designated trail system. (It shall be noted that the bluff area at the area known as "Half-way Point" is habitat for two sensitive bird species as well as coastal bluff scrub vegetation.)	Review of Habitat Conservation Plan	Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
39.	Buffer designs shall be a primary consideration of the Habitat Conservation Plan. Distances between sensitive biological resources and golf/trail areas shall be maximized. Where such distances are less than 100 feet, specifically designed buffering measures shall be integrated into the golf course design and Habitat Conservation Plan. Buffer measures to be considered throughout the project area include, but are not limited to: • Barrier plantings of appropriate native plants, such as cactus, wild rose, fuchsia-flowered gooseberry, etc., with species to be selected based on site conditions and regional occurrence. • Grading and runoff control measures to divert undesirable runoff from sensitive areas. • Placement of signage and out-of-bounds markers.	Review of Habitat Conservation Plan	Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
40.	Native plantings in enhancement/restoration areas shall be planned with consideration of final site conditions. For example, areas with thin, eroded soils may be most appropriate for coastal sage scrub species, while areas with deep, well-developed soils may be most appropriate for native grassland species.	Review of Habitat Conservation Plan	Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
41.	The project proponent shall ensure that native plants used for landscaping and especially for restoration/enhancement plantings shall be site specific and contract grown from the local gene pool to the greatest extent possible or provide documentation to the satisfaction of the Director of Planning, Building & Code Enforcement that a good faith effort was made to use the local gene pool.	Review of Habitat Conservation Plan	Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
42.	In order to minimize the possibility of invasions of native habitats by non-native invasive plant species, no such plant species shall be used in landscape plans, fuel modification zones or buffer zones that interface with the preserved natural open space areas. As indicated below, some of these plant species may be utilized in areas that do not interface with open space areas. Any CC&Rs will provide that disposal of cuttings of these or any other ornamental plants in preserved natural open space areas is strictly prohibited. Controlled invasive species will include, but are not limited to, the following:	Review of Habitat Conservation Plan; Approval of CC&Rs	Approval of Final Habitat Conservation Plan; Prior to Recordation of the Final Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mit. Cond. No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Actions	Monitoring Milestone	Party Responsible for Monitoring
	• Acacias (*Acadia* app.) • Tree of Heaven *(Ailanthus altissima)* • Giant reed *(Arundo donax)*Hottentot-fig *(Carpobrotus edulis)*[1] • Garland chrysanthemum *(Chrysanthemum coronarium)*[1] • Pampas grass *(Cortaderia atacamensis)*[1] • French broom (*Cytisus monspessulans)* • Scotch broom *(Cytisus scoparius)* • Crystal ice plant (*Mesembryanthemum crystallinum)* • Small-flowered ice plant (*Mesembryanthemum nodiflorum)* • Bermuda buttercup *(Oxalis pes-caprae)*[1] • German ivy *(Senecio mikanoides)* • Pink periwinkle *(Vinca major)* • Tamarisk *(Tamarix spp.)*[1] • Gorse *(Ulex europaeus)*			
43.	Human intrusion into the natural open spaces (e.g., from bordering properties or from the access trails) shall be restricted/controlled through measures to be specified in the Habitat Conservation Plan.	Review of Habitat Conservation Plan	Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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[1] **Indicates species that may not be used in *any* plan palettes regardless of location in the development, due to its ability to readily spread via airborne seeds, rather than vegetatively.**

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Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
44.	The Habitat Conservation Plan shall include the following provisions to ensure compliance with the planned enhancement and protection measures: • Identification of the parties responsible for implementation and success. • Description of maintenance/establishment techniques and time frames. • Clear language and stipulations pertaining to enforceable performance standards. • Provisions for routine monitoring of the mitigation efforts and reporting to local, State and federal agencies as appropriate. • Provisions for dedication and/or other acceptable forms of perpetual protection of preservation and enhancement areas.	Review of Habitat Conservation Plan	Approval of Final Habitat Conservation Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
45.	The project proponent shall be ultimately responsible for formulating and implementing the Habitat Conservation Plan. These responsibilities may be transferred to another entity, with financing and other issues to be negotiated among the project proponent, the entity accepting management responsibility, and the City. The Habitat Conservation Plan shall be reviewed and approved by the Planning Commission prior to issuance of grading permit.	Approval of Habitat Conservation Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit. Cond. No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
46.	A qualified monitor shall be present at any pre-grade conference, during any mass grading operations that are in or adjacent to areas where natural vegetation is to be preserved, and periodically during construction, to ensure that sensitive resources designated for preservation are properly protected.	Site Inspection	Prior to Commencement of Grading Activities	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
47.	Grading and removal of native vegetation in designated open space areas will be limited to the minimum required for construction.	Site Inspection	Prior to Issuance of Grading Permit and throughout Grading Activity	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
48.	Storage, staging and access routes adjacent to the preserved open space areas shall be selected in consultation with the monitor prior to disturbance in these areas. Storage, staging and access routes shall be prohibited in preserved open space areas.	Site Inspection	Prior to Issuance of Grading Permit and throughout Grading Activity	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
49.	During construction, natural habitats designated for preservation that are adjacent to grading areas shall be temporarily fenced off or otherwise protected to prevent grading or storage of heavy equipment or building materials in these habitats.	Approval of Fencing Plan; Site Inspection	Prior to Approval of Fencing Plan; During Grading Activity	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
50.	Construction or entry in designated preservation areas shall be prohibited except for necessary construction related activities, such as surveying.	Site Inspection	Throughout Constriction Activities	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
51.	During the nesting/breeding season (February through July), the onsite biological monitor shall report to the City and the developer any nesting by birds protected by the Migratory Bird Treaty Act that is observed in areas to be cleared. Removal of observed nests shall be done only in compliance with the federal Migratory Bird Treaty Act. No grading or construction activities shall be allowed within a buffer area around the gnatcatcher nesting site determined in the Habitat Conservation Plan during the bird's nesting and dispersal periods.	Site Inspection	During Grading and Construction Activities between the months of February-July	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
52.	Hazardous material on the project site shall be controlled during construction. All hazardous materials, including engine fluids, shall be disposed of properly. Spills of hazardous materials shall be promptly and completely cleaned up.	Site Inspection	Throughout Construction Activities	Los Angeles County Fire Department
53.	First time home buyers shall be clearly advised in writing with a statement by the project proponent, or agents and assigns, of the implications of living adjacent to natural open space areas. This statement shall include items such as: a warning about the dangers and nuisances posed by wildlife that may forage in the development edge; and the responsibilities and benefits that are associated with living near such an area. This statement shall be written to foster an appreciation of wildlife, and to identify measures that shall be taken to minimize conflicts between wildlife, domestic animals and humans. The statement shall be reviewed and approved by the Director of Environmental Services Planning, Building & Code Enforcement prior to the issuance of building permits.	Approval of CC&Rs	Prior to Recordation of Final Tract Map and Prior to Issuance of Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
54.	In connection with final Grading Plan approval, the Ocean Trails Habitat Conservation Plan shall be submitted for review and approval by the Planning Commission prior to issuance of any grading permits. At a minimum, the following measures shall be components of the Ocean Trails Habitat Conservation Plan: • Preservation of all coastal bluff scrub. • Onsite protection and/or enhancement of existing Coastal Sage Scrub and Coastal Bluff Scrub. • Where Hole #10 has been eliminated, restore natural annual grassland to sage scrub. • Where previous Hole #8 has been eliminated, revegetate with coastal sage scrub. • Maximize the setback of golf course development from the coastal bluff. • Revegetate buffer areas adjacent to the golf course or public trails with coastal sage scrub. • Phase project grading and revegetation to allow for protection of gnatcatchers on the site while restoration efforts take hold. • Create controlled access throughout the site, especially in the coastal bluff areas.	Approval of Habitat Conservation Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes Planning, Building & Code Enforcement
55.	The public trail/park/overlook system shall include provisions for interpretive signs and displays to foster public appreciation of the biological resources, and particularly the importance of protecting sensitive elements.	Approval of Public Amenities Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
56.	Additional investigations, such as consultation with a plant pathologist, entomologist and agronomist, shall be conducted to increase knowledge of the cause(s) of the apparent stress and decline of the coastal sage scrub vegetation on the site. This knowledge shall be considered during the formulation of specific coastal sage scrub enhancement and replacement measures in the Habitat Conservation Plan.	Approval of Habitat Conservation Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
57.	To the extent feasible, all street, security and landscape lighting shall be designed and installed such that it is not directed primarily to any natural open space areas. Restrictions for privately installed lighting adjacent to open space areas shall be included in any CC&Rs. This measure will reduce potentially significant impacts due to artificial lighting of streets, yards and structures to below the level of significance.	Street Improvement Plan Check; Approval of CC&Rs; Final Landscape Plan Check; Building Plan Check	Prior to Issuance of Grading Permit; Prior to Issuance of Building Permit; Prior to Recordation of the Final Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	D. CULTURAL AND SCIENTIFIC RESOURCES			
	Archaeology			
58.	The concrete bunkers and gun emplacements shall be documented through photography, drawings and archival research prior to their disturbance. A brief report of this work shall be prepared.	City or County Approval Archaeologist Supervision	Prior to the Commencement of Grading and/or Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
59.	Archaeological test level investigations at CA-LAn-859 and CA-LAn-1522 prior to any development or development related disturbance within these areas are required. The procedures to evaluate the sites shall be conducted by a qualified (e.g. Society of Professional Archaeologists [SOPA]) and City approved Archaeologist and shall include: ♦ Task I: An intensive survey, mapping and collection of surface materials to ascertain the horizontal extent of the site. This shall include surface scrapes (50 x 50 cm) in areas of dense vegetation and poor surface visibility. ♦ Task II: Subsurface testing to determine the integrity and significance of the cultural deposits. This shall include a minimum of six 1 x 1 meter, manually excavated, units at each site, at locations determined by the results of the surface survey. ♦ Task III: Analysis of materials recovered from test investigations. ♦ Task IV: Report of the results of the investigations and recommendations and conclusions. These requirements are in keeping with standard archaeological procedures and will provide the information necessary to determine whether any additional archaeological investigations	City or County Approved Archaeologist Supervision	Prior to Issuance of Grading Permits and/or Building Activity	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	are required at the site. If no further work is determined necessary, then the level of testing shall be adequate to serve as mitigation for the archaeological resources. Any further recommendations of the archaeologist shall be implemented.			
60.	All material collected during the recommended mitigation projects shall be donated to a local institution that has proper facilities for creation, display, and use by interested scholars and the general public. Reports generated during the recommended projects shall receive sufficient distribution to ensure their availability to future researchers.	City of County Approved Archaeologist Supervision	Prior to Certificate of Rough Grading	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
61.	A qualified paleontologist shall be retained to monitor the site during excavation work. This paleontologist will salvage exposed fossils, and, if necessary, direct or divert grading activities to accomplish this goal.	City of County Approved Paleontologist; Site Inspection	During Grading	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
62.	In areas where fossils are abundant, full-time monitoring and salvage efforts shall be necessary.	City of County Approved Paleontologist; Site Inspection	During Grading	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
63.	To salvage microvertebrates from the terrace deposits, the collection of matrix samples for processing through fine screens is necessary. Collection of the matrix samples and processing shall be coordinated through the Los Angeles County Museum of Natural History (LACM) or another qualified facility.	City or County Approved Paleontologist Supervision	During Grading	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
64.	All fossils and their contextual stratigraphic data shall be forwarded to any institution with a research interest in the materials, such as the Los Angeles County Museum of Natural History.	City or County Approved Paleontologist Supervision	Prior to Certificate of Rough Grading	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	E. AESTHETICS			
65.	for approval by the Director of Planning, Building & Code Enforcement. Said plan shall include, but not be limited to, proposed plant materials, walls/fences, paths/trails, furniture and lighting. Bonds and/or agreements for all landscape improvements shall be submitted prior to approval of a final tract map or grading permit.	Preliminary Landscape Plan Check; Final Landscape Plan Check Approval	Prior to Grading Permit Issuance, Prior to Approval of Final Tract Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
66.	Prior to grading permit issuance, the project proponent shall submit the final landscape plan which shall be designed in a way such that no tree shall be planted in any location on a lot that could reasonably be expected to grow beyond the maximum ridgeline elevation assigned to that lot. The plan shall utilize drought-resistant plants to the maximum extent feasible. The landscape plan shall also incorporate the mitigation measures in the biological section concerning the protection of the native plants existing on the property.	Preliminary Landscape Plan Check; Final Landscape Plan Check	Prior to Grading Permit Issuance: Prior to Approval of Final Tract Map, Prior to Issuance of Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
67.	Prior to final tract map approval, the potentially adverse effects of night lighting on surrounding open space areas shall be mitigated by the project proponent by some combination of the following measures to the satisfaction of the Director of Planning, Building & Code Enforcement: 1) street lighting only at intersections; 2) low-intensity street lamps; 3) low elevation lighting poles; and 4) directing the light away from open space areas. The specific combination and degree to which any of these measures are utilized shall be dependent upon the distance of the light source from the urban edge. Use of private sources of illumination around homes shall be restricted to eliminate the use of arc lighting adjacent to open space areas.	Street Improvement Plan Check; Final Landscape Plan Check	Prior to Final Tract Map Approval	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
68.	The project proponent shall notify the Director of Planning, Building & Code Enforcement within two (2) weeks of installation of lights for inspection purposes. Said inspection shall include a determination as to whether direct or offsite illumination exists. If said conditions do exist, a condition for shielding shall be required. Within two (2) weeks of this approval, a lighting/timing schedule shall be submitted for the lights. Said schedule shall be subject to approval by the Director of Planning, Building & Code Enforcement. The schedule may be revised by the Director of Planning, Building & Code Enforcement.	Site Inspection	Prior to Issuance of Occupancy Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
69.	The project proponent shall ensure that the residential areas located east of the intersection of Paseo del Mar and Palos Verdes Drive South be terraced such that structures shall not rise above the grade of Palos Verdes Drive South.	Grading Plan Check	Prior to Issuance of Grading Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
70.	The project proponent shall ensure that grading for the golf course will maintain the existing view corridors and the view from Palos Verdes Drive South.	Grading Plan Check; Site Inspection	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
71.	Prior to final tract map approval, site designs shall be submitted by the project proponent which will assure, to the satisfaction of the Director of Planning, Building & Code Enforcement, no adverse light or glare intrusion on the existing Ocean Terrace Condominiums.	Street Improvement Plan Check; Final Landscape Plan Check	Prior to Final Tract Map Approval	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
72.	Prior to final tract map approval, the project proponent shall submit construction drawings of the energy dissipators at the terminus of the storm drains which shall be designed in accordance with the recommendations of the Project Hydrology report, such that visual impacts are reduced to less than significant levels.	Drainage Plan Check	Prior to Final Tract Map Approval	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
73.	The project proponent shall not use view-obstructing plant species.	Preliminary Landscape Plan Check; Final Landscape Plan Check	Prior to Issuance of Grading Permit and Prior to Final Tract Map Approval	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	F. LAND USE AND RELEVANT PLANNING			
74.	Prior to issuance of grading permit or approval of final tract map, whichever occurs first, the project proponent shall submit a detailed geotechnical report to the City that clearly defines a suitable foundation line in consideration of the findings of field investigations.	Submittal of Geotechnical Investigation	Prior to Issuance of Grading Permit or Approval of Final Tract Map, Whichever Occurs First	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
75.	Prior to issuance of grading permit, the project proponent shall be required to submit a statement to the Director of Planning, Building & Code Enforcement containing a comprehensive description of all private and public improvements associated with the project, including but not limited to: ♦ The locations and types of amenities provided within existing and proposed parks. ♦ The existing and proposed pedestrian, bicycle, and equestrian	Approval of Public Amenities Plan	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	♦ Streets and/or drives with public parking restrictions.			
76.	The project proponent shall demonstrate that the project is in compliance with the development policies for Subregions 7 and 8 contained in the Rancho Palos Verdes Coastal Specific Plan. These policies are applicable to all development within Subregions 7 and 8 and may require modification of roadways and residential lot arrangements.	Grading Plan Check and Submittal of Final Tract Map	Prior to Issuance of Grading Permit and Prior to Approval of Final Tract Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	G. CIRCULATION AND TRAFFIC			
77.	For the intersection of Hawthorne at Palos Verdes Drive West, the project proponent shall contribute to the addition of a second westbound left turn lane which will reduce the Saturday value from 0.80 to 0.64. The project proponent shall contribute to the installation of these improvements based on a "fair share" of the	Street Improvement Plan Check	Prior to Approval of Final Map	City of Rancho Palos Verdes, Department of Public Works

OCEAN TRAILS, RANCHO PALOS VERDES

MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	cost. This fair share shall be allotted only to new traffic, since the need for the improvements is created by new trips, not the existing ones.			
78.	For the intersection of Western at 25th Street, the project proponent shall contribute to the addition of a second eastbound left-turn lane and a second southbound right-turn lane will reduce the ICU value from 0.92 to 0.69. The project proponent shall contribute to the installation of these improvements based on a "fair share" of the cost. This fair share shall be allotted only to new traffic, since the need for the improvements is created by new trips, not the existing ones.	Street Improvement Plan Check	Prior to Approval of Final Map	City of Rancho Palos Verdes, Department of Public Works
	H. AIR RESOURCES			
79.	Prior to the issuance of grading permit, the project proponent shall demonstrate to the Director of Planning, Building & Code Enforcement that dust generated by grading activities shall comply with the South Coast Air Quality Management District Rule 403 and the City Municipal Code Requirements which require watering for the control of dust.	Submittal of Dust Control Plans/Measures	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
80.	During construction, the project proponent shall ensure that all grading activities cease during periods of high winds (i.e., greater than 30 mph.) To assure compliance with this measure, grading activities are subject to periodic inspections by City staff.	Site Inspection	During Grading activities	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
81.	The project proponent shall ensure that all construction equipment be fitted with emission control devices and be kept in proper tune.	Site Inspection	Throughout Construction	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
82.	Prior to issuance of building permits, the project proponent shall adhere to energy conservation practices, as required by the Subdivision Map Act, Building Energy Efficiency Standards (California Energy Commission), and State and local laws, shall be incorporated into the design of the individual projects so that they have the secondary effect of limiting stationary source pollutants both on and offsite.	Building Plan Check	Prior to Issuance of Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
83.	The project proponent and future employers of the golf course and clubhouse shall comply with all applicable rules and regulations of the SCAQMD including Rule 2202 and applicable AQMP control measures as they are implemented.[2]	Proof of Compliance	Ongoing	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
84.	The restaurant facilities will be subject to public health standards enforced by the City of Rancho Palos Verdes and the County of Los Angeles.	Proof of Compliance	Ongoing	City of Rancho Palos Verdes, Planning, Building & Code Enforcement and County Health Department
85.	The proposed restaurant facilities shall use all reasonably available odor control equipment, such as exhaust systems and garbage storage facilities. Evidence demonstrating odor control shall be provided to the City of Rancho Palos Verdes prior to issuance of building permits.	Clubhouse Building Plan Check	Prior to Issuance of Building Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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[2] 83=Regulation 15 was recinded by AQMD in Dec. 1995-replaced with Rule 2202

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	I. NOISE			
86.	The project proponent shall ensure that project construction activities apply with applicable city noise restrictions. Construction activities shall be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Saturday.	Site Inspection	During Grading and During Construction	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
87.	Prior to issuing building permits, the project proponent shall submit evidence, to the satisfaction of the City, that all onsite areas shall meet applicable exterior noise standards based on the proposed land uses.	Proof of Compliance	Prior to Issuance of Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
88.	Project proponent shall provide various measures to be implemented within the project and on an areawide basis to reduce cumulative noise levels along key roadways. These measures may include:[3] ♦ Provide mass transit accommodations such as bus turnout lanes, park and ride areas and bus shelters. ♦ Reserve a portion of the golf course parking for park and ride use on weekdays.	Proof of Compliance	Prior to Approval of Final Tract Map; Prior to Issuance of Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
89.	To reduce "band-generated" noise impacts, the project proponent shall incorporate sound control measures into clubhouse design. Design features shall include windows with STC rating of 30 or higher, in order to reduce noise levels.	Clubhouse Building Plan Check	Prior to Approval of Clubhouse Design Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

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[3] 88=Rule 2202 (Mitigation Measure 83) deals with vehicular trip reduction.

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
90.	Prior to approval of design plans, the project proponent shall demonstrate to the City that grill or picnic areas shall be located behind the clubhouse and oriented away form the proposed residences.	Clubhouse Building Plan Check	Prior to Approval of Clubhouse Design Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
91.	The project proponent shall maximize the use of berms and landscaping to shield and attenuate noise from cars within the clubhouse parking lot. The clubhouse landscape plans shall be reviewed by the City, prior to plan approval, to ensure adherence with this measure.	Clubhouse Landscape Plan Check	Prior to Approval of Final Landscape Plan	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
92.	The project proponent shall design the clubhouse loading docks to be located away from the proposed residential areas. Loading hours shall be limited so that deliveries do not occur between midnight and 6:00 a.m.	Clubhouse Building Plan Check	Prior to Issuance of Clubhouse Building Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
93.	The project proponent shall be required to comply with applicable City Noise Policies.	Site Inspection	Throughout Project Construction Activities	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
94.	The air conditioning units to be utilized by the clubhouse facility will be a model that will operate quietly and will not impact adjacent residences.	Clubhouse Building Plan Check	Prior to Issuance of Clubhouse Building Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
95.	Noise insulation or attenuation devices will be implemented to reduce any noise impacts from the food service facility to less than significant levels.	Clubhouse Building Plan Check	Prior to Issuance of Clubhouse Building Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
96.	The clubhouse mechanical equipment shall be located and designed so that it will not be audible at the residential land use. This includes specifications of quiet equipment, and locating the equipment away from the homes so that it is shielded by the building from the homes. It is recommended that the battery charging equipment be located away from the homes and any mechanical equipment be located on that side of the building or constructed with a parapet around the equipment so that it is shielded. To ensure compliance with this measure, the project proponent shall submit clubhouse design plans to the City for review and approval.	Clubhouse Building Plan Check	Prior to Issuance of Clubhouse Building Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	J. PUBLIC SERVICES AND UTILITIES			
	Electric			
97.	The project proponent shall be responsible for paying all fees associated with the project-related connections and relocations. These fees shall be collected by Southern California Edison during project construction.	Proof of Payment of Fees	"Will Serve" Letter	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
98.	The project proponent shall ensure that al electricity lines and cables be placed underground in conjunction with project.	Street Improvement Plan Check	Prior to Recordation of Final Tract Map	City of Rancho Palos Verdes, Department of Public Works

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
99.	The project proponent shall ensure that the site development proposed shall comply with the energy conservation requirements contained in Title 24 of the California Administration Code. Energy Conservation (Section 3.10.6) outlines energy conservation mitigation that shall be incorporated into the project design to further reduce onsite consumption of valuable energy supplies.	Review of Final Design Plans	Prior to Building Permit	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	Gas			
100.	The project proponent shall be responsible for paying all fees associated with project related connection and relocation. These fees shall be collected by Southern California Gas Company during project construction.	Proof of Payment of Fees	Prior to Issuance of Grading and Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
101.	Southern California Gas Company has developed several programs to increase the efficiency of energy use. A Southern California Gas Company representative shall be contacted by the project proponent during the final design phase of the project to discuss the implementation of these programs.	Review of Final Design Plans	Prior to Issuance of Grading and Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	Telephone			
102.	The project proponent shall be responsible for paying all fees associated with project related connection and locations. These fees will be collected by General Telephone and Electric (GTE) during project construction. In addition, all communication lines and cables shall be placed underground in conjunction with project grading.	Proof of Payment of Fees; Street Improvement Plan Check	Prior to Issuance of Grading and Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	Water			

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
103.	At the time the final land division map is submitted by the project proponent for checking, plans and specifications for the water system facilities shall be submitted to the Director of Public Works for checking and approval, and shall comply with the City's standards. Approval for filing of the land division is contingent upon approval of plans and specifications mentioned above. The subdivider(s) shall also submit a labor and materials bond in addition to either: ♦ An agreement and a faithful performance bond in the amount estimated by the Director of Public Works guaranteeing the installation of the water system; or ♦ An agreement and other evidence satisfactory to the Director of Public Works indicating that the subdivider(s) has entered into a contract with the serving water utility to construct the water system, as required, and has deposited with such water utility security guaranteeing payment for the installation of the water system.	Approval of Water Improvement Plan; Verification of Bond/Agreements	Approval of Final Map	City of Rancho Palos Verdes, Director of Public Works
104.	A "will serve" letter from the water purveyor to the project proponent indicating appropriate water conservation methods; a statement from the water purveyor indicating that the proposed water mains and any other required facilities shall be operated by the purveyor and that, under normal operating conditions, the system would meet the requirements for the land division, shall be filed with the Director of Public Works.	Proof of "Will Serve" Letter	Approval of Final Tract Map	City of Rancho Palos Verdes, Director of Public Works

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
105.	The project proponent shall ensure that the following water conservation measures shall be incorporated into the proposed project (as required by state law): • Low-flush toilets and urinals; • Low-flush showers and faucets; • Insulation of hot-water lines in water recirculating systems; • All fixtures shall be CEC certified; and • Public Lavatory facilities shall be equipped with self-closing valves; • Reclaimed water for dust control during construction; • Metered irrigation and soil moisture content sensors (tensiometers) for the golf course	Building Plan Check and Final Landscape Plan Check	Prior to Issuance of Building Permits; Final Landscape Plan Approval	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
106.	Native vegetation and drought tolerant species shall be used by the project proponent, to the extent possible in common open space and golf course.	Preliminary Landscape Plan Check; Final Landscape Plan Check	Prior to Issuance of Grading Permit; Prior to Approval of Final Tract Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
107.	Prior to the issuance of grading permits, the project applicant, in coordination with the City, shall consider the implementation of a comprehensive program to use reclaimed water for irrigation purposes for the golf course and common areas.	Preliminary Landscape Plan Check	Prior to Issuance of Grading Permit	City of Rancho Palos Verdes, Director of Public Works
	Solid Waste			
108.	The proposed residences, golf course and clubhouse shall comply with the guidelines prescribed in the City of Rancho Palos Verdes Source Reduction and Recycling Element and Household Hazardous Waste Element.	Proof of Plan Implementation by Project Proponent	Prior to Certificate of Occupancy Issuance	City of Rancho Palos Verdes, Department of Public Works

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	Fire			
109.	Any vegetation considered to be a fire hazard per the Fire Department shall be removed for all uses, in compliance with Mitigation Measure #33.	Final Landscape Plan Check	Prior to Recordation of the Final Map	Los Angeles County Fire Department
110.	The project proponent shall ensure that all developed areas on the project site be served by adequately sized water system facilities which shall include fire hydrants of the size, type and location as determined by the LACFPD. The water mains shall be of sufficient size to accommodate the total domestic and fire flows required for the development, in accordance with the specifications of the LACFPD. Domestic flows required are to be determined by the LACFPD prior to issuance of building permits.	Water Improvement Plan Check	Prior to Approval of Final Tract Map; Prior to Issuance of Building Permits	Los Angeles County Fire Department
	Wastewater			
111.	Prior to approval of a final map, the project proponent shall submit to the Director of Public Works a written statement from the County Sanitation District approving the design of the tract with regard to the existing trunk line sewer. Said approval shall state all conditions of approval, if any.	Sanitation System Improvement Plan Check	Prior to Approval of Final Map	City of Rancho Palos Verdes, Director of Public Works
112.	Prior to issuance of building permits, the project proponent shall demonstrate to the City Engineer that payment of connection fees to the County Sanitation District (CSD) have been made. Payment of the connection fee is required prior to issuance of a permit to connect the project to surrounding CSD facilities.	Proof of Fee Payment	Prior to Issuance of Building Permits	City of Rancho Palos Verdes, Planning, Building & Code Enforcement

OCEAN TRAILS, RANCHO PALOS VERDES
MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	Law Enforcement Services			
	No mitigation is required since the proposed project shall not result in insignificant impacts to law enforcement services	N/A	N/A	N/A
113.	Schools			
	Prior to the issuance of building permits, the project proponent shall demonstrate to the Director of Planning, Building & Code Enforcement that developer fees have been paid to the Palos Verdes Peninsula Unified School District.	Proof of Fee Payment	Prior to Building Permit Issuances	Project Proponent
	Library Services			
	No mitigation is required.	N/A	N/A	N/A
	Shoreline Park			
	No mitigation is required.	N/A	N/A	N/A
	Cable Television			
114.	Prior to grading, the existing cable television line shall either be preserved in place or relocated by the project proponent, depending on development plans.	Street Improvement Plan Check	Prior to Approval of Final Tract Map	City of Rancho Palos Verdes, Planning, Building & Code Enforcement
	K. POPULATION, EMPLOYMENT AND HOUSING			
	No mitigation measures required.	N/A	N/A	N/A

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MITIGATION MONITORING AND REPORTING CHECKLIST

Mit/ Cond No.	Mitigation Measure/Condition of Approval	Monitoring and Reporting Action	Monitoring Milestone	Party Responsible for Monitoring
	L. FISCAL IMPACTS			
	No mitigation is required since the proposed project shall generate a cash surplus for the City of Rancho Palos Verdes and the Los Angeles County Fire Protection District for every year in the 20-year projection period.	N/A	N/A	N/A

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Resolution No. 97-92
Exhibit "B"

Resolution No. 99-10
Exhibit "A"

ADDENDUM NO. 7
TO
ENVIRONMENTAL IMPACT REPORT NO. 36

The City Council has reviewed the proposed Revision "H" to the Ocean Trails project in conjunction with the requirements of the California Environmental Quality Act (CEQA), as well as State and Local CEQA Guidelines, and find as follows:

The proposed changing 6 of the residential lots within VTTM 50667 from flat pad lots to split level lots, which includes lowering the overall pad elevation for each lot, and lowering Street 'B' within the subdivision, and lowering the pad elevation for 6 other lots within the subdivision, and the modification of the project's mitigation measures and conditions of approval to allow the permitted construction hours for the entire Ocean Trails project to be expanded to include Sundays through March 21, 1999, would not result in any new or increased impacts to the environment since these improvements would be located in areas of the subject property that were previously identified as part of the developed and/or graded portion of the project, and since the views of the ocean, Catalina Island and the coastline from Palos Verdes Drive South would not be adversely impacted and in fact may be improved. The reconfiguration to the boundaries of three residential lots and common open space Lot H does not result in any new or increased impacts to the environment, since the minimum required open space for VTTM 50667 will be maintained and there will be no net decrease in the acreage of protected habitat, and the maximum allowable residential habitable space will not change.

Further, the temporary change in construction hours to permit construction activity to occur on Sundays will not have any adverse impacts given the minor nature of the proposed construction activity, limited number of days (7 consecutive Sundays) that the construction will occur, and the large distance from the construction area to the nearest residents.

Exhibit A

Mitigation Monitoring Program

Project:	Repair of Landslide C at Ocean Trails, Supplement to Environmental Impact Report No. 36, Conditional Use Permit No. 163 – Revision L, and Grading Permit No. 1541 – Revision L
Location:	Ocean Trails Golf Course, Rancho Palos Verdes, CA 90275
Applicant/: Landowner	Ocean Trails L.P.

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I. INTRODUCTION

PURPOSE

This Mitigation Monitoring Program (MMP), which is for the Repair of Landslide C at the Ocean Trails Golf Course, in the City of Rancho Palos Verdes, responds to Section 21081.6 of the Public Resources Code. Section 21081.6, which requires a lead or responsible agency that approves or carries out a project where a Supplemental Environmental Impact Report has identified significant environmental effects, to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of Rancho Palos Verdes is acting as lead agency for the project.

An Initial Study and Supplemental Environmental Impact Report was prepared to address the potential environmental impacts of the project. Where appropriate, this environmental document recommended mitigation measures to mitigate or avoid impacts identified. Consistent with Section 21080 (2)(c) of the Public Resources Code, a mitigation reporting or monitoring program is required to ensure that the adopted mitigation measures under the jurisdiction of the City are implemented. The City will adopt this MMP when adopting the Supplemental Environmental Impact Report.

ENVIRONMENTAL PROCEDURES

This MMP has been prepared in accordance with the California Environmental Quality Act of 1970 (CEQA), as amended (Public Resources Code Section 21000 et seq.) and the State Guidelines for Implementation of CEQA (CEQA Guidelines), as amended (California Administrative Code Section 15000 et seq.). This MMP complies with the rules, regulations, and procedures adopted by the City of Rancho Palos Verdes for implementation of CEQA.

MITIGATION MONITORING PROGRAM REQUIREMENTS

Section 21081.6 of the Public Resources Code states: "When making the findings required by subdivision (a) of Section 21081 or when adopting a negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21081, the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of an agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program."

II. MANAGEMENT OF THE MITIGATION MONITORING PROGRAM

ROLES AND RESPONSIBILITIES

The MMP for the project will be in place through all phases of the project including final design, pre-grading, construction, and operation. The City will have the primary enforcement role for the mitigation measures.

MITIGATION MONITORING PROGRAM PROCEDURES

The mitigation monitoring procedures for this MMP consists of, filing requirements, and compliance verification. The Mitigation Monitoring Checklist and procedures for its use are outlined below.

Mitigation Monitoring Program Checklist

The MMP Checklist provides a comprehensive list of the required mitigation measures. In addition, the Mitigation Monitoring Checklist includes: the implementing action when the mitigation measure will occur; the method of verification of compliance; the timing of verification; the department or agency responsible for implementing the mitigation measures; and compliance verification. Section III provides the MMP Checklist.

Mitigation Monitoring Program Files

Files shall be established to document and retain the records of this MMP. The files shall be established, organized, and retained by the City of Rancho Palos Verdes department of Planning, Building, and Code Enforcement.

Compliance Verification

The MMP Checklist shall be signed when compliance of the mitigation measure is met according to the City of Rancho Palos Verdes Director of Planning, Building, and Code Enforcement. The compliance verification section of the MMP Checklist shall be signed, for mitigation measures requiring ongoing monitoring, and when the monitoring of a mitigation measure is completed.

MITIGATION MONITORING OPERATIONS

The following steps shall be followed for implementation, monitoring, and verification of each mitigation measure:

1. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall designate a party responsible for monitoring of the mitigation measures.

2. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall provide to the party responsible for the monitoring of a given mitigation measure, a copy of the MMP Checklist indicating the mitigation measures for which the person is responsible and other pertinent information.

3. The party responsible for monitoring shall then verify compliance and sign the Monitoring Milestone column of the MMP Checklist for the appropriate mitigation measures.

Mitigation measures shall be implemented as specified by the MMP Checklist. During any project phase, unanticipated circumstances may arise requiring the refinement or addition of mitigation measures. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement with advice from Staff or another City department, is responsible for recommending changes to the mitigation measures, if needed. If mitigation measures are refined, the Director of Planning, Building, and Code Enforcement would document the change and shall notify the appropriate design, construction, or operations personnel about refined requirements.

III. MITIGATION MONITORING PROGRAM CHECKLIST

INTRODUCTION

This section provides the MMP Checklist for the project as approved by the City Council of the City of Rancho Palos Verdes on June 21, 2000. Mitigation measures are listed in the order in which they appear in the Initial Study.

- **Monitoring and Reporting Action** indicates when the measure should be monitored and reported.
- **Party Responsible for Mitigation** indicates who is responsible for implementation.
- **Enforcement Agency/Monitoring Agency/Monitoring Milestone** indicates what agency is responsible for enforcing the measure, and provides space for future reference and notation that compliance has been monitored, verified, and is consistent with these mitigation measures.

MITIGATION MONITORING PROGRAM FOR THE REPAIR OF LANDSLIDE C AT OCEAN TRAILS

Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
1. Land Use			
LP-1 Prior to excavation and grading, the project developer shall obtain approval of a Coastal Development Permit from the California Coastal Commission (CCC). The developer shall also obtain the necessary permits for this project from the Army Corps of Engineers (ACOE), California Department of Fish and Game (CDFG) and the United States Fish and Wildlife Service (USFWS).	Obtain approval of a Coastal Development Permit from the CCC and other necessary permits from the ACOE, CDFG and USFWS for Landslide C remediation activities.	Ocean Trails L.L.P.	CCC, ACOE, CDFG, USFWS/City of Rancho Palos Verdes Planning, Building and Code Enforcement Department (City PBCE) before any construction activities begins.
LP-2 The proposed project is subject to compliance with the development policies for Subregions 7 and 8 contained in the Rancho Palos Verdes Coastal Specific Plan. These policies are applicable to all development within Subregions 7 and 8.	Verify that the project complies with all applicable development policies for Subregions 7 and 8 of the Rancho Palos Verdes Coastal Specific Plan.	Ocean Trails L.L.P.	City PBCE/City PBCE before any project construction activities begins.
2. Geology			
G-1 The recommendations of the Draft Report – Repair Design for Landslide "C", dated April 11, 2000, the Geotechnical Report-Repair Design for Landslide "C", dated June 9, 2000, or any subsequent report that has been, prepared by the Project Geologist and approved by the City Geologist shall be implemented.	Check to see that all recommendations made by the Project Geologist, except as modified by the City Geologist are incorporated into the design and construction of the project.	Ocean Trails L.L.P.	City of Rancho Palos Verdes Public Works Dept. (City PWD)/City PBCE) during plan check and project construction.

MITIGATION MONITORING PROGRAM FOR THE REPAIR OF LANDSLIDE C AT OCEAN TRAILS

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
G-2	Prior to grading activities, the project proponent shall obtain a grading permit for all new landslide remediation activity. Where grading activities have the potential to reduce the viability of stream habitat or add loose soil and rocks to the drainageways, an Erosion and Sedimentation Mitigation Plan shall be prepared. The Plan shall identify methods to prevent sediment from exiting the construction site.	Obtain grading permit and if necessary prepare Erosion and Sedimentation Mitigation Plan.	Ocean Trails L.L.P.	City PWD/City PBCE prior to the start of project grading activities.
G-3	Cut and fill earthwork shall balance within the total project site.	Review project grading plans to see if cut and fill earthwork balances within the project site.	Ocean Trails L.L.P.	City PWD/City PBCE during grading plan check and during project grading activities.
G-4	Prior to the issuance of grading permits, subject to review and approval by the City of Rancho Palos Verdes City Geologist and the Project Geologist, the developer shall ensure that all applicable conditions as specified in the repair design reports dated April 1, 2000, June 9, 2000 and any subsequent reports that are prepared by the Project Geologist, all measures required by the Rancho Palos Verdes City Geologist and the Project Geologist, are incorporated into the project.	Verify that all applicable conditions from the project Repair Design Report have been incorporated into the project grading plan.	Ocean Trails L.L.P./Project Geologist	City PWD/City Geologist & City PBCE during grading plan review.
3.	**Water**			
W-1	In accordance with the California Fish and Game Code, CDFG shall be notified by the City of the proposed landslide remediation project and any appropriate permits obtained prior to commencement of grading or vegetation removal.	Notify the CDFG of the proposed project and obtain any appropriate permits.	Ocean Trails L.L.P	CDFG/City PBCE prior to commencement of grading or vegetation removal on the project site.

MITIGATION MONITORING PROGRAM FOR THE REPAIR OF LANDSLIDE C AT OCEAN TRAILS

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
W-2	Prior to approval of the grading plan, the project developer shall contact the ACOE to determine permit requirements with respect to Section 404 of the Clean Water Act (as amended in 1984). (Similar to mitigation measure LP-1.)	Contact the ACOE to determine Section 404 permit requirements for the project.	Ocean Trails L.L.P.	ACOE/City PBCE prior to approval of the project grading plan.
W-3	The project developer shall obtain the necessary coastal development permit from the California Coastal Commission before any landslide remediation grading activities commence in the coastal zone. (Similar to mitigation measure LP-1.)	Obtain a Coastal Development Permit from the CCC for the project.	Ocean Trails L.L.P.	CCC/City PBCE before any landslide remediation activities commence in the coastal zone on the project site.
W-4	Subject to review by the Building Official and prior to and during landslide repair construction, measures shall be taken to eliminate entry of sediment into the ocean resulting from construction. These measures may include strategic placement of necessary runoff retaining structures as necessary. These runoff retaining structures and all remaining construction sediment and debris shall be removed at the time of project completion.	Review project plans to see that necessary steps have been taken to eliminate entry of sediment into the Pacific Ocean due to project construction activities.	Ocean Trails L.L.P/project construction contractor.	City PW/City PBCE during grading plan check review.
W-5	Prior to and during construction, the project developer shall ensure that landslide soils are sampled for sewage contaminants and, if contaminants are present, remediation activities shall be devised and implemented.	Review soil test report for contaminants and that appropriate remediation is conducted if contaminants are found.	Ocean Trails L.L.P./project construction contractor.	City PW/City PBCE prior to the commencement of project construction activities and at appropriate intervals, as determined by the City Geologist, during construction.

Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
4. Air Quality			
AQ-1 The developer and/or its contractors will use low emission mobile construction equipment, where feasible during site preparation, grading, excavation and construction of the proposed landslide remediation.	Use low emission mobile construction equipment.	Ocean Trails L.L.P./project construction contractor.	City PBCE/City PBCE during project construction activities.
AQ-2 During Site preparation, grading, excavation and construction, the developer and/or its contractors will water the site, consistent with the requirements of SCAQMD Rule 403 and the City Municipal Code. In addition, the developer and/or its contractors will clean the construction equipment every morning and evening to comply with AQMP Fugitive Dust Measures BCM-03and BCM-06. Prior to grading, the amount of water anticipated to be used for dust control will be approved by the Project Geologist and verified by the City Geologist.	Check to see that site is watered during project site preparation, grading & construction activities and that construction equipment is cleaned every morning and evening. Also get OK from Project Geologist/City Geologist on amount of water to be used for daily dust control.	Ocean Trails L.L.P./project construction contractors.	City PBCE/City PBCE during site construction activities. Project Geologist/City Geologists to OK amount of water to be used for daily dust control before project construction activities take place.
AQ-3 During site preparation, grading, excavation and construction, the developer and/or its contractors will wash off trucks leaving the site to comply with AQMP Fugitive Dust Measures BCM-01.	Check to see that trucks are washed off before leaving the project site.	Ocean Trails L.L.P./project construction contractors.	City PBCE/City PBCE during site preparation, grading, excavation and construction activities.
AQ-4 During site preparation, grading, excavation and construction, the developer and/or its contractors will spread soil binders on site, unpaved roads and unpaved parking areas.	Check to see if soil binder is spread on the project site, unpaved roads and unpaved parking areas.	Ocean Trails L.L.P./project contractors.	City PBCE/City PBCE during site preparation, grading, excavation and construction activities.

MITIGATION MONITORING PROGRAM FOR THE REPAIR OF LANDSLIDE C AT OCEAN TRAILS

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
AQ-5	During site preparation, grading, excavation and construction, the developer and/or its contractors will apply chemical soil stabilizers according to manufacturer's specifications to all inactive construction areas, defined as previously graded areas, which remain inactive for 96 or more hours.	Check to see that chemical soil stabilizers are spread on all inactive construction areas.	Ocean Trails L.L.P./project contractors.	City PBCE/City PBCE during site preparation, grading, excavation and construction activities.
AQ-6	During site preparation, grading, excavation and construction, the developer and/or its contractors will limits traffic speeds on all unpaved road surfaces on the site which are used by construction vehicles to 15 mph or less.	Check to see that traffic speeds on all unpaved road surfaces on the site are kept to 15 mph or less.	Ocean Trails L.L.P/project construction contractors.	City PBCE/City PBCE during site preparation, grading, excavation and construction activities
AQ-7	During grading and excavation, the developer and/or its contractors will suspend grading operations during first and second stage smog alerts.	Check to see that grading operations are suspended during first and second stage smog alerts.	Ocean Trails L.L.P/project construction contractors.	South Coast Air Quality Management District/City PBCE during project grading and excavation activities.
AQ-8	During grading and excavation, the project contractors will suspend all grading operations when wind speeds, as instantaneous gusts, exceed 25 mph.	Check to see that all grading operations are suspended when wind speeds, as instantaneous gusts, exceed 25 mph.	Ocean Trails L.L.P./project grading contractor.	City PBCE/City PBCE during project grading and excavation activities.
AQ-9	During site preparation, grading, excavation and construction, the developer and/or its contractors will maintain construction equipment engines by keeping them tuned consistent with the manufacturer's recommendations.	Check to see that construction equipment engines are tuned consistent with manufacturer's recommendations.	Ocean Trails L.L.P./project construction contractors.	City PBCE/City PBCE during site preparation, grading excavation and construction activities.

Mitigation Measures and Conditions of Approval		Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
AQ-10	During site preparation, grading excavation and construction, the developer and/or its contractors will use low sulfur fuel for stationary construction equipment.	Check to see if low sulfur fuel is being used for stationary construction equipment.	Ocean Trails L.L.P/project construction contractors.	City PBCE/City PBCE during site preparation, grading, excavation and construction activities.
AQ-11	During site preparation, grading, excavation and construction, the developer and/or its contractors will use on site power sources rather than portable generators as feasible; will use existing power source (e.g., power poles) or clean fuel generators rather than temporary power generators as feasible; and will use low emission, clean fuel on site stationary equipment as feasible.	Check to see that all feasible on-site power sources, clean fuel generators and low emission/clean fuel stationary equipment are/is being used on the project site.	Ocean Trails L.L.P/project construction contractors.	City PBCE/City PBCE during site preparation, grading, excavation and construction activities.
5.	**Transportation and Circulation**			
T-1	Subject to review and approval by the Building Official, appropriate signage and barricades will be erected before project construction begins to keep visitors to the Ocean Trails project out of the landslide remediation area.	Check to see that appropriate signage and barricades have been constructed around the project construction area.	Ocean Trails L.L.P./project construction contractor.	City PBCE/City PBCE before project construction begins to keep unauthorized people out of the construction area.
6.	**Biological Resources**			
B-1	Prior to project completion, all mitigation measures identified in the landslide biological resources report shall be implemented as part of the landslide remediation project.	Check to be sure that all mitigation measures identified in the landslide biological resources report were implemented.	Ocean Trails L.L.P.	City PBCE/City PBCE prior to project completion.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
B-2	Prior to commencement of the repair work, including any grading, an amendment to the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species habitat Conservation Plan shall be developed and approved by the CDFG, USFWS, the City of Rancho Palos Verdes and the California Coastal Commission. The plan will include revegetation/enhancement within the Landslide C remediation area as well as on off site areas. The mitigation ratios, acreages and locations will be submitted for formal review and approval by the above agencies. The mitigation plan will include project goals, performance and success criteria, implementation, maintenance and long term biological monitoring. The project applicant will implement the approved mitigation plan no later than March 1 in the year following completion of landslide remediation.	Ensure that biological resource habitat mitigation plan is prepared and approved by the appropriate resources agency.	Ocean Trails L.L.P.	CDFG/USFWS/City PBCE/CCC to approve supplemental Biological Resources habitat mitigation plan and an amendment to the Ocean Trails Residential and Golf Community Coastal Sage Scrub and Sensitive Species Habitat Conservation Plan prior to commencement of landslide repair work. The City PBCE shall monitor the project's compliance with this plan, with plan to be implemented no later than March 1 of the year following completion of landslide remediation activities.
B-3	Prior to project completion, coastal sage scrub and Coastal bluff scrub habitats shall be improved or created in appropriate locations along the top edge of the bluff, where it would compliment the coastal sage scrub species which previously existed on the rugged bluff face. The species balance of seed mixes and container plants used for this enhancement effort shall be designed to approximate the dominant species composition in the relatively undisturbed coastal sage and bluff scrub areas.	Check to see that coastal sage scrub and coastal bluff scrub habitats is improved or created in appropriate locations along the top edge of the bluff area in the landslide C area.	Ocean Trails L.L.P./project construction contractor.	Ocean Trails L.L.P./project construction contractor.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
B-4	Prior to revegetation, the Project Biologist shall select the plant species in the enhancement areas to provide potential habitat for the California gnatcatcher (Polioptila californica). (Similar to mitigation measure LP-1.)	Check to see that plant species were selected to enhance potential habitat areas for the California gnatcatcher found on/near the project site.	Ocean Trails L.L.P.	City PBCE/City PBCE prior to revegetation of the project site.
B-5	Prior to project remediation activities, the project developer shall obtain all necessary permits from the ACOE for the landslide remediation project.	Check to see that all necessary permits were obtained from the ACOE to allow for landslide remediation.	Ocean Trails L.L.P.	ACOE/City PBCE prior to the commencement of project remediation activities.
B-6	During landslide remediation activities, maximum effort shall be utilized by earth-moving equipment operators to avoid unnecessary maneuvering in areas outside the immediate project area.	Check to see that earth-moving equipment operators avoid maneuvering in areas outside the Landslide C construction area.	Ocean Trails L.L.P./project construction contractors.	City PBCE/City PBCE during landslide remediation activities.
#44[1]	A qualified monitor shall be present at any pre-grade conference, during any mass grading operations that are in or adjacent to areas where natural vegetation is to be preserved, and periodically during construction, to ensure that sensitive resources designated for preservation are properly protected.	Ensure that a qualified biological resources monitor is present during the project pre-grade conference. Also ensure that the monitor is periodically on the project site during mass grading operations that are in or adjacent to areas where natural vegetation is to be preserved to help ensure the preservation of these resources.	Ocean Trails L.L.P./biological resources monitor	City PBCE/biological resources monitor and City PBCE at project pre-grade conference and periodically during mass grading operations that occur in/adjacent to areas where natural resources are to be preserved.

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[1] Indicates mitigation measure from the Ocean Trails Final EIR No. 36. All mitigation measures, where applicable, from FEIR No. 36 and all Conditions of Approval for the Ocean Trails project shall be complied with as part of the Landslide C remediation project.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
#46	Storage, staging and access routes in or adjacent to the preserved open space areas shall be selected in consultation with the monitor prior to the start of construction or disturbance in these areas.	Check to see that the project biological resource monitor helped to select where project storage, staging and access routes in or adjacent to open space areas were selected.	Ocean Trails L.L.P/biological resources monitor.	City PBCE/City PBCE prior to the start of construction.
#47	During construction, natural habitats designated for preservation that are adjacent to grading areas should be temporarily fenced off or otherwise protected to prevent grading or storage of heavy equipment or building materials on theses habitats.	Ensure that natural habitat designated for preservation that are located adjacent to areas to be graded are fenced off to protect them from being used for the storage of heavy equipment or building materials.	Ocean Trails L.L.P./biological resource monitor.	City PBCE/City PBCE before project grading begins and during project construction.
#48	Construction or entry in designated preserve areas shall be prohibited except for necessary construction related activities, such as surveying.	Ensure that entry into designated preserve areas is prohibited except for necessary construction related activities.	Ocean Trails L.L.P./project construction personnel.	City PBCE/City PBCE during project construction activities.
#49	During the nesting/breeding season (February through July), the on-site biological monitor shall report to the City and the developer any nesting by birds protected by the Migratory Bird Treaty Act that are observed in areas to be cleared. Observed nests shall be removed only after each nest becomes inactive and only in compliance with the federal Migratory Bird Treaty Act.	Ensure that the on-site biological monitor reports to the City and developer about any nesting birds protected by the Migratory Bird Treaty Act (MBTA) in areas to be cleared as part of project construction activities. Ensure that these nest are only be removed after each nest becomes inactive and in accordance with the MBTA.	Ocean Trails L.L.P/biological resource monitor.	City PBCE/City PBCE & biological resource monitor during bird nesting and breeding season.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
7.	**Hazards**			
H-1	Prior to reopening of any public trails and subject to review and approval by the City Attorney and Director of Planning, Building and Code Enforcement, signage shall be placed in plain view in appropriate areas on public access trails within the landslide area to warn users of potential landslide conditions.	Ensure that recreation trail signage is placed in plain view in appropriate areas on public access trails within the landslide area to warn users of potential landslide conditions. Signage and its placement shall be approved by the City Attorney and Director of Planning, Building and Code Enforcement	Ocean Trails L.L.P.	City Attorney & Director of Planning, Building and Code Enforcement/City PBCE prior to reopening of any public trails in the landslide area.
H-2	The specific plan for removing hazardous rock masses and pinnacles within the Coastal Bluff Reserve shall be approved by the City prior to any activity to remove these features.	Director of Planning, Building and Code Enforcement or Director of Public Works shall approve the method used to remove hazardous rock masses and pinnacles within the Coastal Bluff Reserve.	Ocean Trails L.L.P.	Director of City PBCE or Director of City Public Works Department/City PBCE prior to any activity to remove hazardous rock masses and pinnacles located within the project area.
#50	Hazardous materials on the project site shall be controlled during construction. All hazardous materials, including engine fluids, shall be disposed of properly. Spills of hazardous materials should be promptly reported and completely cleaned up.	Ensure that hazardous materials use on the project site is properly controlled and that Hazardous materials/material containers are properly disposed of. Also ensure that spills of hazardous materials are promptly reported to the City and cleaned up by project construction contractors.	Ocean Trails L.L.P./project construction contractor and employees.	City PBCE/City PBCE during project construction activities.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
8.	**Aesthetics**			
A-1	Before landslide remediation activities begin, the City's Director of Planning, Building and Code Enforcement shall review all final project plans for consistency with all prior approvals for the Ocean Trails project.	Ensure that all project plans are reviewed for consistency with all prior approvals for the Ocean Trails project.	Ocean Trails L.L.P.	Director of City PBCE/City PBCE before any landslide remediation activities begin.
9.	**Cultural Resources**			
C-1	Before landslide remediation work begins, a qualified paleontologist shall be retained to monitor the site during excavation work. This paleontologist will salvage exposed fossils, and, if necessary, direct or divert grading activities to accomplish this goal. In areas where fossils are abundant, full-time monitoring and salvage efforts shall be provided.	Ensure that the project paleontologist will salvage exposed fossils and, if necessary, direct or divert grading activities around these resources to accomplish this goal. Where fossils are abundant, ensure that full-time monitoring and salvage efforts are provided.	Ocean Trails L.L.P.	City PBCE/Project paleontological monitor & City PBCE during project construction activities. The paleontological monitor shall be retained before project construction activities begin.
C-2	Upon completion of all landslide remediation activities, the Project Paleontologist shall ensure that all fossils and their contextual stratigraphic data are forwarded to an institution with a research interest in the materials, such as the Los Angeles County Museum of Natural History.	Ensure that all fossils and their context stratigraphic data are forward to an institution with a research interest in paleontological materials.	Ocean Trails L.L.P.	City PBCE/project paleontological monitor & City PBCE upon completion of all landslide remediation activities.

MITIGATION MONITORING PROGRAM FOR THE REPAIR OF LANDSLIDE C AT OCEAN TRAILS

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
C-3	Upon completion of all landslide remediation activities, the Project Paleontologist shall ensure that all paleontological material collected during project monitoring activities are donated to a local institution that has proper facilities for creation display, and use by interested scholars and the general public. A report shall also be prepared on the paleontological resources found in the landslide area for review and approval by the City's Director of Planning, Building and Code Enforcement. The plan shall receive sufficient distribution to ensure its availability to future researchers.	Ensure that paleontological material collected from the project site is donated to a local institution that has facilities for the display and use of these materials by scholars and the general public. Also ensure that a report is prepared by the project paleontologist on the resources found, with the report to be approved by the City Director of PBCE. The report shall also be distributed to interested museums so it available to future researchers.	Ocean Trails L.L.P.	City PBCE/Director of City PBCE upon completion of all landslide remediation activities.
C-4	During project construction activities, microvertebrates from any terrace deposits in the landslide area shall be salvaged. If necessary, the collection of matrix samples shall be processed through fine screens. Collection of the matrix samples and processing should be coordinated by the Project Paleontologist through the Los Angeles County Museum of Natural History or another qualified facility.	Ensure that microvertebrates are collected by the project paleontologist and process through fine screens if necessary. Ensure that the collection of microvertebrates is processed through the Los Angeles County Museum of Natural History or another qualified facility.	Ocean Trails L.L.P.	City PBCE/project paleontologist & City PBCE during project construction activities/after landslide construction activities have been completed.

Exhibit A

Mitigation Monitoring Program

Project:	Forrestal Canyon Drainage Project, Conditional Use Permit No. 163 – Revision N
Location:	Ocean Trails Golf Course, Rancho Palos Verdes, CA 90275
Applicant/: Landowner	Ocean Trails L.P.

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I. INTRODUCTION

PURPOSE

This Mitigation Monitoring Program (MMP), which is to allow a change in the drainage plan from a tunneled storm drain system to using the existing Forrestal Canyon at the Ocean Trails Golf Course, in the City of Rancho Palos Verdes, responds to Section 21081.6 of the Public Resources Code. Section 21081.6, which requires a lead or responsible agency that approves or carries out a project where a Mitigated Negative Declaration has identified significant environmental effects, to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of Rancho Palos Verdes is acting as lead agency for the project.

An Initial Study and Mitigated Negative Declaration was prepared to address the potential environmental impacts of the project. Where appropriate, this environmental document recommended mitigation measures to mitigate or avoid impacts identified. Consistent with Section 21080 (2)(c) of the Public Resources Code, a mitigation reporting or monitoring program is required to ensure that the adopted mitigation measures under the jurisdiction of the City are implemented. The City will adopt this MMP when adopting the Mitigated Negative Declaration.

ENVIRONMENTAL PROCEDURES

This MMP has been prepared in accordance with the California Environmental Quality Act of 1970 (CEQA), as amended (Public Resources Code Section 21000 et seq.) and the State Guidelines for Implementation of CEQA (CEQA Guidelines), as amended (California Administrative Code Section 15000 et seq.). This MMP complies with the rules, regulations, and procedures adopted by the City of Rancho Palos Verdes for implementation of CEQA.

MITIGATION MONITORING PROGRAM REQUIREMENTS

Section 21081.6 of the Public Resources Code states: "When making the findings required by subdivision (a) of Section 21081 or when adopting a negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21081, the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of an agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program."

II. MANAGEMENT OF THE MITIGATION MONITORING PROGRAM

ROLES AND RESPONSIBILITIES

The MMP for the project will be in place through all phases of the project including final design, pre-grading, construction, and operation. The City will have the primary enforcement role for the mitigation measures.

MITIGATION MONITORING PROGRAM PROCEDURES

The mitigation monitoring procedures for this MMP consists of, filing requirements, and compliance verification. The Mitigation Monitoring Checklist and procedures for its use are outlined below.

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Files shall be established to document and retain the records of this MMP. The files shall be established, organized, and retained by the City of Rancho Palos Verdes department of Planning, Building, and Code Enforcement.

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The MMP Checklist shall be signed when compliance of the mitigation measure is met according to the City of Rancho Palos Verdes Director of Planning, Building, and Code Enforcement. The compliance verification section of the MMP Checklist shall be signed, for mitigation measures requiring ongoing monitoring, and when the monitoring of a mitigation measure is completed.

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The following steps shall be followed for implementation, monitoring, and verification of each mitigation measure:

1. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall designate a party responsible for monitoring of the mitigation measures.

2. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall provide to the party responsible for the monitoring of a given mitigation measure, a copy of the MMP Checklist indicating the mitigation measures for which the person is responsible and other pertinent information.

3. The party responsible for monitoring shall then verify compliance and sign the Monitoring Milestone column of the MMP Checklist for the appropriate mitigation measures.

Mitigation measures shall be implemented as specified by the MMP Checklist. During any project phase, unanticipated circumstances may arise requiring the refinement or addition of mitigation measures. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement with advice from Staff or another City department, is responsible for recommending changes to the mitigation measures, if needed. If mitigation measures are refined, the Director of Planning, Building, and Code Enforcement would document the change and shall notify the appropriate design, construction, or operations personnel about refined requirements.

III. MITIGATION MONITORING PROGRAM CHECKLIST

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This section provides the MMP Checklist for the project as approved by the City Council of the City of Rancho Palos Verdes on September 5, 2000. Mitigation measures are listed in the order in which they appear in the Initial Study.

- **Monitoring and Reporting Action** indicates when the measure should be monitored and reported.
- **Party Responsible for Mitigation** indicates who is responsible for implementation.
- **Enforcement Agency/Monitoring Agency/Monitoring Milestone** indicates what agency is responsible for enforcing the measure, and provides space for future reference and notation that compliance has been monitored, verified, and is consistent with these mitigation measures.

MITIGATION MONITORING PROGRAM FOR THE FORRESTAL CANYON DRAINAGE IMPROVEMENTS

Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
1. Land Use and Planning			
LU-1 Before initiating any work covered by this MND, the applicant shall demonstrate to the Director of Planning, Building and Code Enforcement that the work has been approved by the USFWS, CDFG, CCC, RWQCB and USACOE.	Obtain a Coastal Development Permit from the CCC and other necessary permits from the USFWS, CDFG, RWQCB and USACOE for the Forrestal Canyon Drainage Improvements.	Ocean Trails L.L.P.	CCC, USFWS, CDFG, RWQCB, USACOE/ City of Rancho Palos Verdes Planning, Building and Code Enforcement Department (City PBCE) before any construction activities begin.
2. Geologic Problems			
G-1 Construction work shall not occur during periods of rainfall and stream flow in Forrestal Canyon.	Check to see that work does not occur during rainfall and stream flow in Forrestal Canyon.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE during site construction activities.
G-2 Subject to review and approval from the City Building Official, riprap, cut off walls and other erosion control devices called for by project plans shall be installed to stabilize the areas where new drainage pipes are installed in Forrestal Canyon. Rock selected for riprap shall be hard, dense, durable and well graded from minimum to maximum specified sizes. Riprap shall be embedded on a minimum 12-inch thick bed of wire mesh reinforced concrete founded on firm soil or bedrock. The upstream and downstream edges of each energy dissipator shall also be protected from undercutting by a deep reinforced concrete cut-off wall.	Review plans to ensure riprap, cut off walls and other erosion control devices are properly designed. Monitor installation of erosion control devices.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE prior to construction activities and during site construction activities.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
G-3	Subject to review and approval from the City Geologist and LACPW-Flood Control, subsurface soil investigations will be conducted for each of the main storm drain lines. The investigations should be performed in accordance with the Los Angeles County Public Works investigation guidelines for storm drains. The soil investigations should include an evaluation of subsurface soil and bedrock conditions, settlement potential, erosion potential and recommendations for design and construction.	Review soil investigation report to determine if the soil investigation followed the L.A. County Public Works investigation guidelines for storm drains and verify that the investigation analyzed the proper soil characteristics.	Ocean Trails L.L.P./ project construction contractor.	City Geologist and LACPW Flood Control/ City PBCE prior to construction activities.
G-4	Subject to review and approval from the City Geologist, all storm drains and outlet structures should be located upslope (northward) of the 1.5 factor-of-safety foundation setback line shown on the Phase 2 - Grading Plan for Tract No. 50666.	Check plans and monitor construction to ensure storm drains and outlet structures are properly located.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE during plan review and construction activities.
G-5	Subject to review and approval from the City Geologist, an existing drop structure will be incorporated in between the two outlet structures located in lower Forrestal Canyon northwest of the Clubhouse parking lot. Some channel erosion has occurred near the edges of the drop structure. The drop structure shall be restored and properly incorporated into the channel improvements to prevent undercutting and side cutting of the drop structure and prevent channel erosion.	Review plans for the drop structure and monitor during construction to determine if it is properly located. Monitor during storm flows to verify that undercutting and side cutting of the drop structure and channel erosion does not occur.	Ocean Trails L.L.P./ project construction contractor.	City Geologist/ City PBCE during plan review and during construction activities.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
G-6	Conventional channel and embankment protection measures, such as concrete lining, cut off walls, and riprap armoring, are not permitted in the environmentally sensitive canyon areas. The canyon bottom and sidewalls below the two proposed outlet structures and above the earth embankment for the sewer trunk line crossing are sparsely vegetated and could be subject to erosion, if unprotected. Subject to review and approval by the City Geologist, barren and exposed channel and slope areas shall be planted with natural vegetation to minimize erosion and protect the soils in place. The ideal plants for slope and channel protection are ones that have deep interlocking root systems, are drought resistant, require low maintenance, and are fire retardant. Planting in the canyon bottoms and sidewalls shall be specially designed to minimize erosion and soil loss. Plant spacing shall be increased so that natural erosion protection provided by the plants is more rapidly established. Bare spots, areas of little growth or dead plants shall be replanted and maintained until a dense growth of vegetation has been established. Landscaping on the slopes shall disturb the soil and bedrock as little as possible. Watering shall be limited or stopped altogether during the rainy season when little irrigation is needed. Slopes shall not be overirrigated.	Reviews plans and monitor during construction to ensure that channel and embankment protection measures are installed in the correct location. Review the planting plan and monitor during construction to ensure that the appropriate plant species are used for erosion control. Verify that new plants are planted in the appropriate location to minimize erosion. Verify that landscaping on slopes and watering is properly conducted.	Ocean Trails L.L.P./ project construction contractor.	City Geologist/ City PBCE during plan review and during planting.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
G-7	Subject to review and approval by the City Geologist and City Building Official, footing excavations, cut-off wall excavations, and drainage apron subgrades shall be observed and tested prior to concrete placement. Fill soils placed to restore the slope around the energy dissipator should be placed in accordance with the project plans and specifications. Observation and testing should be performed by the project geologist during grading for the project. All storm drain construction shall be inspected by the respective City and County Building Inspectors.	Review plans and monitor during construction to ensure footing excavations, cut-off wall excavations and drainage apron subgrades are properly tested prior to concrete placement. Check that fill soil is properly placed on the slope around the energy dissipator. Project geologist shall observe and test grading. City and County Building Inspectors shall inspect all storm drain construction.	Ocean Trails L.L.P./ project geologist/ project construction contractor.	City PBCE, City Geologist and City and County Building Inspectors/ City PBCE during plan review and during construction activities.
G-8	Subject to review and approval by the City Geologist, maintenance will be required to ensure satisfactory performance of the channel bottom and slopes through time. Periodic inspections of the channel bottoms and slopes should be performed to check for erosion. Drainage devices shall be kept clear of debris and maintained in good working order.	Inspect the channel bottom and slopes for erosion. Check drainage devices to verify that they are maintained in good working order and are clear of debris.	Ocean Trails L.L.P./ project construction contractor.	City Geologist/ City PBCE during and after construction activities.

Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
G-9 The project Civil Engineer should prepare drawings depicting the proposed surface drainage modifications for Hole No. 10 of the Ocean Trails golf course and submit them for the City to review and approve. Prior to City review, the project proponent shall retain a geologist to review the plans and provide a letter to the City indicating that the proposed modifications are suitable from a geotechnical standpoint. If modifications have already been implemented, a plan should be submitted to the City for review that depicts the revised as-built conditions. The plan should be accompanied by a letter from the project geologist verifying the geotechnical suitability of the modifications.	Review plans for Hole No. 10 drainage improvements. Verify that the City has received a letter from the project geologist indicating that the proposed modifications are suitable from a geotechnical standpoint. Verify that the City has received a copy of the plans that show the revised as-built conditions, if necessary.	Ocean Trails L.L.P./ project civil engineer/ project geologist.	City PBCE/ City PBCE plan review and prior to or after construction activities.
3. Water			
W-1 The project proponent shall ensure that storm drain facilities for any development on the site be designed to convey the predicted 50-year storm event peak flow rate with additional factors of safety to provide a 100-year storm event level of flood protection to inhabited structures in accordance with applicable criteria set forth by the Los Angeles County Flood Control District. Project improvements shall be designed to convey the stormwater flows required by this mitigation measure. The project applicant will use applicable Los Angeles County Flood Control District criteria in the design of structures to be constructed as part of the	Review plans and monitor during construction to verify that storm drain facilities are properly deigned and constructed based on LACFCD criteria.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE prior to construction and during construction activities.

Mitigation Measures and Conditions of Approval		Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
	proposed project.			
W-2	In accordance with Section 1600 et. seq. of the California Fish and Game Code, the project proponent shall notify the State Department of Fish and Game and obtain any appropriate permits prior to commencement of grading or vegetation removal within Forrestal Canyon.	Verify that the project proponent has obtained the appropriate Section 1600 permits.	Ocean Trails L.L.P.	CDFG and City PBCE/ City PBCE prior to grading or vegetation removal.
W-3	The United States Army Corps of Engineers shall be contacted by the project proponent prior to alteration of any drainage courses on site to determine jurisdiction and permit requirements, if any, with respect to Section 404 of the Clean Water Act (as amended, 1984).	Verify that the project proponent has obtained the appropriate section 404 permit, if one is required for this project.	Ocean Trails L.L.P.	USACOE and City PBCE/ City PBCE prior to construction activities.
W-4	Pursuant to the National Clean Water Act, the project proponent shall coordinate with the Regional Water Quality Control Board (RWQCB) to determine if the existing National Pollutant Discharge Elimination System (NPDES) permit for the Ocean Trails development covers the proposed project or must be amended or if a new NPDES permit is required for the proposed project. The project proponent shall obtain the appropriate NPDES permit from the RWQCB prior to the initiation of the construction of the proposed project.	Verify that the project proponent obtained a new or amended NPDES permit, if required by the RWQCB.	Ocean Trails L.L.P.	RWQCB and City PBCE/ City PBCE prior to construction activities.
Condition A-1				
	The project proponent shall be required to preserve the lower part of the two main drainages and the upper part of the	Review plans and monitor during construction to verify	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE prior to and during construction activities.

Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
westernmost drainage. The precise location and acreage of the preserve area shall be determined by the Director of Planning, Building & Code Enforcement of the City of Rancho Palos Verdes upon subsequent environmental evaluation	that the upper and lower parts of Forrestal Canyon are preserved.		
Condition A-2 The project proponent shall take measures to eliminate entry of sediment resulting from construction into drainage courses. Available measures include introduction of rapid developing, soil anchoring groundcover and strategic placement of runoff-retaining structures. These runoff retaining structures and all remaining construction sediment and debris shall be removed at the time of project completion.	Review plans and monitor during construction to ensure that temporary runoff retaining structures and sediment control measures are properly implemented. Verify that runoff retaining structures, construction sediment and debris are removed at project completion.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE prior to and during construction activities and at project completion.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
4.	**Air Quality**			
AQ-1	Prior to the issuance of grading permits, the applicant shall demonstrate to the Director of Planing, Building and Code Enforcement that dust generated by grading activities shall comply with the South Coast Air Quality Management District Rule 403 and the City Municipal Code Requirements which require watering for the control of dust.	Verify that dust generated by grading complies with the South Coast Air Quality Management District Rule 403 and City Municipal Code Requirements for dust control.	Ocean Trails L.L.P.	City PBCE/ City PBCE prior to the issuance of grading permits and during construction.
AQ-2	During construction, all grading activities shall cease during periods of high winds (i.e., greater than 30 mph). To assure compliance with this measure, grading activities are subject to periodic inspections by City staff.	Verify that grading activities cease during periods of high winds.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE during construction activities.
AQ-3	Construction equipment shall be fitted with emission control devices and be kept in proper tune.	Verify that construction equipment is in proper tune and has the proper emission control devices.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE during construction.
5.	**Transportation/Circulation**			
T-1	The project construction contractor shall install necessary barriers to keep visitors to the Ocean Trails project site, golfers and others out of all project construction and equipment/material sites. Appropriate signage shall also be installed around these areas and on the barriers advising people to	Verify that the appropriate signage and barriers to prevent access to construction areas are installed.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE during construction activities.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
	stay out of these areas.			
6.	**Biological Resources**			
B-1	Construction plans and schedules will be subject to review and approval by the Director of Planning, Building and Code Enforcement. Construction of the outlet structures shall not occur within 500 feet of coastal California gnatcatcher active nests per Habitat Conservation Plan (HCP) restrictions during the coastal California gnatcatcher breeding season (February 15-August 15, 2000). No existing coastal sage scrub (CSS) habitat shall be removed during the breeding season if the CSS is occupied by gnatcatchers.	Review construction plans and schedules. Monitor during construction to verify that outlet structures are constructed greater than 500 feet away from active gnatcatcher nests during the breeding season. Verify that the project does not remove any existing CSS that is occupied by gnatcatchers during the breeding season.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE and project biologist prior to and during construction activities.
B-2	The developer shall minimize the use of chain link fence enclosures and perching opportunities by: restricting access with fences at the top of the slope (canyon edge) only and not near the sides of the access steps to the outlet box; and/or installing anti-perching devices at the top of all fences and gates, as determined by the project biologist.	Verify that fences and anti-perching devices are properly installed.	Ocean Trails L.L.P./ project biologist and project construction contractor.	City PBCE/ project biologist and City PBCE prior to and during construction activities.
B-3	Subject to review and approval by the Director of Planning, Building and Code Enforcement and CDFG and USFWS, and prior to issuance of building permits for residences within Vesting Tentative Tract Map (VTTM) 50666, CSS habitat will be	Verify that CSS habitat is revegetated in the proper location and time. Also, verify that revegetated habitat is suitable for forage,	Ocean Trails L.L.P./ project biologist and project construction contractor.	City PBCE and CDFG, USFWS/ project biologist and City PBCE prior to issuance of building permits for VTTM 50666 and during revegetation.

	Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
	revegetated on both canyon walls, where feasible, from the pedestrian bridge to the land bridge (approximately 0.72 acres). Revegetated habitat should be suitable for forage, cover and nesting by coastal California gnatcatchers.	cover and nesting by coastal California gnatcatchers.		
B-4	The project developer shall remove all non-native vegetation and dispose of it in a manner and location which prevents its re-establishment. Removal of non-native vegetation shall be done annually during the spring before the vegetation sets seeds. Non-native vegetation shall be removed for a minimum of five years. Removal of this vegetation shall be checked by a monitor retained by the project applicant. The monitor shall notify the Director of Planning, Building and Code Enforcement annually in writing when this vegetation has been successfully removed.	Verify that the removal and disposal of non-native vegetation is conducted properly. Verify that the Director of Planning Building and Code Enforcement has received written notification annually.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ project biologist and City PBCE prior to and during construction activities and for a minimum of five years after construction has been completed.
B-5	The project developer shall not impact more than 0.55 acre of streambed and associated riparian habitat (0.37 acre of riparian habitat). This represents a total of 0.03 acre of additional impacts from the original notification.	Verify that maximum acreage impacts on streambed and associated riparian habitat are not exceeded.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ project biologist and City PBCE during construction activities and at project completion.
B-6	Before project improvements are completed, the Project Developer shall vegetate the lakes on the Ocean Trails golf course with an additional 0.15 acres of freshwater marsh (in addition to the 0.65 acre previously required) and vegetate 0.15 acre of shore adjacent to the	Verify proper planting of lake vegetation. Visit site and verify that Lake 9 vegetation was installed prior to issuance of building	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ project biologist and City PBCE before project improvements are completed and prior to the issuance of building permits for Tract 50266.

Mitigation Measures and Conditions of Approval	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
lakes with willows. The developer shall vegetate Lake 9 prior to the issuance of building permits for Tract 50666.	permits for Tract 50666. Monitor willow removal and record number of willows removed.		
B-7 The Project Developer shall replant all willows at a 3:1 replacement to impact ratio after all project improvements have been installed. Southern willow scrub species shall be established, where feasible, along the entire drainage channel on the upper and middle reach of Forrestal Canyon upstream of the outfall structures. The expectation of these plantings should be to establish individual wetlands species, and not to create continuous habitat throughout the canyon.	Monitor willow removal and record number of willows removed. Verify that willows are replanted at a 3:1 ratio. Verify that southern willow scrub species are established properly.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ project biologist and City PBCE during willow removal and willow planting.
7. Noise N-1 Project construction activities shall comply with applicable City noise restrictions. Construction activities shall be limited to the hours between 7:00 a.m. and 5:00 p.m., Monday through Saturday.	Monitor construction activities and verify that they comply with applicable City noise restrictions.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE during construction activities.
8. Aesthetics A-1 Prior to completion of the project and based on review and approval by the Director of Planning, Building and Code Enforcement, structures placed within the sides and floor of Forrestal Canyon shall utilize colored concrete (not painted, but color within the	Verify that structures are painted an earthtone color so they blend in with the canyon.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE prior to completion of the project.

Mitigation Measures and Conditions of Approval		Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
	concrete mix) of an earthtone color so that they blend in with the canyon.			
A-2	Prior to completion of the project and based on review and approval by the Director of Planning, Building and Code Enforcement, structures placed within the sides and floor of Forrestal Canyon shall be screened with native plant material, where possible.	Verify that structures are properly screened with native plant material.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ City PBCE prior to completion of the project.
9.	**Cultural Resources**			
CR-1	A qualified paleontologist shall be retained to monitor the site during excavation work. This paleontologist will salvage exposed fossils, and, if necessary, direct or divert grading activities to accomplish this goal. The Ocean Trails development site, including the canyon area was previously surveyed for archaeological resources as part of the Ocean Trails development.	Monitoring during construction to salvage fossils.	Ocean Trails L.L.P./ project construction contractor.	City PBCE/ project paleontologist and City PBCE during construction activities.
CR-2	All fossils and their contextual stratigraphic data shall be forwarded to an institution with a research interest in the materials, such as the Los Angeles County Museum of Natural History.	Verify that fossils and their contextual statigraphic data have been placed in the proper institution.	Ocean Trails L.L.P.	City PBCE/ project paleontologist and City PBCE during construction activities and after construction activities have been completed.

Exhibit A

Mitigation Monitoring Program

Project:	Revision "W" to the Trump National Golf Club for a new driving range.
Location:	Trump National Golf Club, Rancho Palos Verdes, CA 90275
Applicant/: Landowner	V.H. Property Corp.

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I. INTRODUCTION

PURPOSE

This Mitigation Monitoring Program (MMP), which is to allow Revision "W", permitting a reduction of 16 residential lots in Vesting Tentative Tract Map No. 50666 to accommodate a proposed new golf driving range, at the Trump National Golf Club, in the City of Rancho Palos Verdes, responds to Section 21081.6 of the Public Resources Code. Section 21081.6, which requires a lead or responsible agency that approves or carries out a project where a Mitigated Negative Declaration has identified significant environmental effects, to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of Rancho Palos Verdes is acting as lead agency for the project.

An Initial Study and Mitigated Negative Declaration was prepared to address the potential environmental impacts of the project. Where appropriate, this environmental document recommended mitigation measures to mitigate or avoid impacts identified. Consistent with Section 21080 (2)(c) of the Public Resources Code, a mitigation reporting or monitoring program is required to ensure that the adopted mitigation measures under the jurisdiction of the City are implemented. The City will adopt this MMP when adopting the Mitigated Negative Declaration.

ENVIRONMENTAL PROCEDURES

This MMP has been prepared in accordance with the California Environmental Quality Act of 1970 (CEQA), as amended (Public Resources Code Section 21000 et seq.) and the State Guidelines for Implementation of CEQA (CEQA Guidelines), as amended (California Administrative Code Section 15000 et seq.). This MMP complies with the rules, regulations, and procedures adopted by the City of Rancho Palos Verdes for implementation of CEQA.

MITIGATION MONITORING PROGRAM REQUIREMENTS

Section 21081.6 of the Public Resources Code states: "When making the findings required by subdivision (a) of Section 21081 or when adopting a negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21081, the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of an agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program."

II. MANAGEMENT OF THE MITIGATION MONITORING PROGRAM

ROLES AND RESPONSIBILITIES

The MMP for the project will be in place through all phases of the project including final design, pre-grading, construction, and operation. The City will have the primary enforcement role for the mitigation measures.

MITIGATION MONITORING PROGRAM PROCEDURES

The mitigation monitoring procedures for this MMP consists of, filing requirements, and compliance verification. The Mitigation Monitoring Checklist and procedures for its use are outlined below.

Mitigation Monitoring Program Checklist

The MMP Checklist provides a comprehensive list of the required mitigation measures. In addition, the Mitigation Monitoring Checklist includes: the implementing action when the mitigation measure will occur; the method of verification of compliance; the timing of verification; the department or agency responsible for implementing the mitigation measures; and compliance verification. Section III provides the MMP Checklist.

Mitigation Monitoring Program Files

Files shall be established to document and retain the records of this MMP. The files shall be established, organized, and retained by the City of Rancho Palos Verdes department of Planning, Building, and Code Enforcement.

Compliance Verification

The MMP Checklist shall be signed when compliance of the mitigation measure is met according to the City of Rancho Palos Verdes Director of Planning, Building, and Code Enforcement. The compliance verification section of the MMP Checklist shall be signed, for mitigation measures requiring ongoing monitoring, and when the monitoring of a mitigation measure is completed.

MITIGATION MONITORING OPERATIONS

The following steps shall be followed for implementation, monitoring, and verification of each mitigation measure:

1. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall designate a party responsible for monitoring of the mitigation measures.

2. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall provide to the party responsible for the monitoring of a given mitigation measure, a copy of the MMP Checklist indicating the mitigation measures for which the person is responsible and other pertinent information.

3. The party responsible for monitoring shall then verify compliance and sign the Monitoring Milestone column of the MMP Checklist for the appropriate mitigation measures.

Mitigation measures shall be implemented as specified by the MMP Checklist. During any project phase, unanticipated circumstances may arise requiring the refinement or addition of mitigation measures. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement with advice from Staff or another City department, is responsible for recommending changes to the mitigation measures, if needed. If mitigation measures are refined, the Director of Planning, Building, and Code Enforcement would document the change and shall notify the appropriate design, construction, or operations personnel about refined requirements.

III. MITIGATION MONITORING PROGRAM CHECKLIST

INTRODUCTION

This section provides the MMP Checklist for the project as approved by the City Council of the City of Rancho Palos Verdes on June 7, 2005. Mitigation measures are listed in the order in which they appear in the Initial Study.

- **Monitoring and Reporting Action** indicates when the measure should be monitored and reported.
- **Party Responsible for Mitigation** indicates who is responsible for implementation.
- **Enforcement Agency/Monitoring Agency/Monitoring Milestone** indicates what agency is responsible for enforcing the measure, and provides space for future reference and notation that compliance has been monitored, verified, and is consistent with these mitigation measures.

MITIGATION MONITORING PROGRAM FOR REVISION "W" – DRIVING RANGE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
1. Land Use and Planning LUP-1: Before initiating any work covered by this MND, the applicant shall demonstrate to the Director of Planning, Building and Code Enforcement that such work has been approved by the USFWS, CDFG and CCC. (from EIR#36 Supplement and Forrestal Canyon MND)	Obtain a Coastal Development Permit from the CCC and other necessary permits from the USFWS and CDFG before construction begins	V.H. Property Corp.	CCC, USFWS, CDFG/ City of Rancho Palos Verdes Planning, Building and Code Enforcement Department (City PBCE)
LUP-2: The proposed project is subject to compliance with the development policies for Subregions 7 and 8 contained in the Rancho Palos Verdes Coastal Specific Plan. These policies are applicable to all development within Subregions 7 and 8. (from EIR#36 Supplement)	Project plans consistent with applicable policies before any construction activities begin..	V.H. Property Corp.	City of Rancho Palos Verdes Planning, Building and Code Enforcement Department (City PBCE)
2. Geologic GS-1: Prior to the start of any construction related to the project as described in this MND, the project applicant shall obtain approval from the City Geologist for said construction. If any changes to the design of the project are necessary as a result of said review, and said changes cause a significant impact to any other condition and/or mitigation measure analyzed within this MND, as determined by the Director of Planning, Building and Code Enforcement, the project applicant shall obtain an amendment to the project for the proposed re-design.	Geologic Approval required by City Geologist prior to start of any construction.	V.H. Property Corp.	City PBCE
GS-2: Cut and fill earthwork shall balance within the total project site. (from EIR#36 Supplement)	No export or import of earth materials during construction.	V.H. Property Corp.	City PBCE
GS-3: Prior to issuance of grading permits, subject to review and approval by the City Geologist and the	All applicable conditions from City Geologist and	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
Project Geologist, the developer shall ensure that all applicable conditions as specified in any geological report and/or review, and any subsequent reports or reviews that are prepared are incorporated into the project. (from EIR#36 Supplement)	Project Geologist are incorporated into project prior to issuance of grading permits.		
GS-4: The developer shall reduce the risk of over-watering associated with the driving range, landscaped, common or public open space, by the use of monitored watering systems as determined by the project Geologist and as approved by the City Geologist. Additionally, prior to the installation of any landscaping or irrigation, the developer shall submit a landscape and irrigation plan, supported by the project geologist, for review and approval by the City and City Geologist.	Submit a landscape plan for review and approval. Submit monitoring reports prior to installation of any landscaping, and on-gong after installation.	V.H. Property Corp.	City PBCE
GS-5: The developer shall ensure that runoff from landscaping sources be collected and directed into the project storm drain system to minimize infiltration into subsoils. A drainage plan approved by the project geologist shall be submitted for review and approval by the City and City geologist.	Submit a drainage plan for review and approval prior to issuance of any permits, and on-gong after construction.	V.H. Property Corp.	City PBCE
GS-6: Prior to grading activities, the project proponent shall obtain a grading permit. Where grading activities have the potential to add loose soil and rocks to any drainageways, an Erosion and Sedimentation Mitigation Plan shall be prepared. The Plan shall identify methods to prevent sedimentation from exiting the construction site. (from EIR#36 Supplement)	Obtain a grading permit and if necessary an Erosion and Sedimentation Mitigation Plan prior to issuance of any permits, and during construction.	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
3. Water			
HWC-1: Prior to issuance of grading permits, the developer shall submit a revised Storm Water Pollution Prevention Plan (SWPPP) for review and approval by the Director of Planning, Building and Code Enforcement. The SWPPP shall incorporate by detail or reference appropriate Best Management practices (BMP's) to: 1.Implement, to the maximum extent practicable, requirements established by appropriate governmental agencies under CEQA, Section 404 of the Clean Water Act, local ordinances and other legal authorities intended to minimize impacts from storm water runoff on the biological integrity of natural drainage systems and water bodies. 2. Maximize, to the maximum extent practicable, the percentage of permeable surfaces to allow more percolation of storm water into the ground, subject to review and approval by the project geologist and City geologist; 3. Minimize, to the maximum extent practicable, the amount of storm water directed to impermeable areas; 4. Establish reasonable limits on the clearing of vegetation from the project site, including, but not limited to, regulation of the length of time during which soil may be exposed and, in certain sensitive cases, the prohibition of bare soil; and 5. Provide for appropriate permanent controls to reduce storm water pollutant load produced by the development to the maximum extent practicable. Further, the SWPPP shall contain requirements to be	Submit a revised SWPPP for review and approval prior to issuance of any permits, and monitor on-gong and after construction.	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
adhered to during project construction. The pre-construction SWPPP shall be reviewed and approved by the Director of Public Works. These practices should: 1. Include erosion and sediment control practices; 2. Address multiple construction activity related pollutants; 3. Focus on BMP's such as source minimization, education, good housekeeping, good waste management, and good site planning; 4. Target construction areas and activities with the potential to generate significant pollutant loads; 5. Require retention on the site, to the maximum extent practicable, of sediment, construction waste, and other pollutants from construction activity; 6. Require, to the maximum extent practicable, management of excavated soil on site to minimize the amount of sediment that escapes to streets, drainage facilities, or adjoining properties; 7. Require, to the maximum extent practicable, use of structural drainage controls to minimize the escape of sediment and other pollutants from the site; and 8. Require, to the maximum extent practicable, containment of runoff from equipment and vehicle washing at construction sites, unless treated to remove sediments and pollutants. (from EIR#36)			
. HWC-2: Pursuant to the National Clean Water Act, the project proponent shall amend their National	Submit a revised NPDES for review and	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
Pollutant Discharge Elimination System (NPDES) Permit prior to issuance of grading permits. (from EIR#36)	approval prior to issuance of any permits, and on-gong after construction.		
4. Air Quality AQ-1: The developer and/or its contractors will use low emission mobile construction equipment, where feasible during site preparation, grading, excavation and construction of the proposed landslide remediation. (from EIR#36 Supplement)	Use low emission equipment during construction.	V.H. Property Corp.	City PBCE
AQ-2: During site preparation, grading, excavation and construction, the developer and/or its contractors will water the site, consistent with the requirements of SCAQMD Rule 403 and the City Municipal Code. In addition the developer and/or its contractors will clean the construction equipment every morning and evening to comply with AQMP Fugitive Dust Measures BCM-03 and BCM-06. Prior to grading, the amount of water anticipated to be used for dust control will be approved by the Project Geologist and verified by the City Geologist. (from EIR#36 Supplement)	Comply with Rule 403 and City Municipal Code during site preparation, grading, excavation and construction.	V.H. Property Corp.	City PBCE
AQ-3: During site preparation, grading, excavation and construction, the developer and/or its contractors will wash off trucks leaving the site to comply with AQMP Fugitive Dust Measures BCM-01. (from EIR#36 Supplement)	Comply with Measures BCM-01 during site preparation, grading, excavation and construction.	V.H. Property Corp.	City PBCE
AQ-4: During site preparation, grading, excavation and construction, the developer and/or its contractors will spread soil binders on site, unpaved roads and unpaved parking areas. (from EIR#36 Supplement)	Spread soil binders during during site preparation, grading, excavation and construction.	V.H. Property Corp.	City PBCE
AQ-5: During site preparation, grading, excavation	Apply soil stabilizers	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
and construction, the developer and/or its contractors will apply chemical soil stabilizers according to manufacturer's specifications to all inactive construction areas, defined as previously graded areas, which remain inactive for 96 or more hours. (from EIR#36 Supplement)	during site preparation, grading, excavation and construction.		
AQ-6: During site preparation, grading, excavation and construction, the developer and/or its contractors will limits traffic speeds on all unpaved road surfaces on the site, which are used by construction vehicles to 15 mph or less. (from EIR#36 Supplement)	Limit traffic speeds on unpaved road surfaces during site preparation, grading, excavation and construction	V.H. Property Corp.	City PBCE
AQ-7: During grading and excavation, the developer and/or its contractors will suspend grading operations during first and second stage smog alerts. (from EIR#36 Supplement)	Suspend grading operations during grading and excavation	V.H. Property Corp.	City PBCE
AQ-8: During grading and excavation, the project contractors will suspend all grading operations when wind speeds, as instantaneous gusts, exceed 25mph. (from EIR#36 Supplement)	Suspend grading operations during grading and excavation	V.H. Property Corp.	City PBCE
AQ-9: During site preparation, grading, excavation and construction, the developer and/or its contractors will maintain construction equipment engines by keeping them tuned consistent with the manufacturer's recommendations. (from EIR#36 Supplement)	Keep equipment tuned to manufacturer's recommendations during site preparation, grading, excavation and construction	V.H. Property Corp.	City PBCE
AQ-10: During site preparation, grading, excavation and construction, the developer and/or its contractors will use low sulfur fuel for stationary construction	Use low sulfur fuel for stationary construction equipment during site	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
equipment. (from EIR#36 Supplement)	preparation, grading, excavation and construction		
AQ-11: During site preparation, grading, excavation and construction, the developer and/or its contractors will use on site power sources rather than portable generators as feasible; will use existing power source (e.g., power poles) or clean fuel generators rather than temporary power generators as feasible; and will use low emission, clean fuel on site stationary equipment as feasible. (from EIR#36 Supplement)	Use specified power sources during site preparation, grading, excavation and construction	V.H. Property Corp.	City PBCE
6. Biological Resources B-1: If construction occurs within 500 feet of coastal California gnatcatcher active nests during the coastal California gnatcatcher breeding season (February 15-August 15), owner shall implement weekly monitoring of nest sites by a permitted gnatcatcher biologist to determine nest status and potential affects from construction noise. During periods of construction within the 500-foot zone around active nests, the owner shall implement appropriate noise attenuation measures as determined by the project biologist and conduct daily noise monitoring to ensure that noise levels do not exceed 60 dBA leq. Weekly monitoring reports shall be submitted to the Director of Planning, Building and Code Enforcement when construction occurs within the 500-foot limit.	If construction occurs within 500' of a nest during breeding season during site preparation, grading, excavation and construction.	V.H. Property Corp./Project Biologist.	City PBCE
B-2: Subject to review and approval by the Director of Planning, Building and Code Enforcement, CDFG and USFWS, and prior to issuance of certificate of occupancy for the driving range and prior to issuance of any building permits for residences within Vesting	Revegetate habitat prior to issuance of Certificate of occupancy and prior to issuance of building permits for any homes in	V.H. Property Corp./Project Biologist	City PBCE/CDFG/USFW

MITIGATION MONITORING PROGRAM FOR REVISION "W" – DRIVING RANGE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
Tentative Tract Map (VTTM) 50666, CSS habitat will be revegetated (0.60 acres). Revegetated habitat should be suitable for forage, cover and nesting by coastal California gnatcatchers.	VTTM50666		
B-3: The project developer shall not impact more than 0.05 acres of coastal sage scrub habitat as part of this proposed project.	During site preparation, grading, excavation and construction	V.H. Property Corp./Project Biologist	City PBCE
B-4: The Forrestal Canyon Preserve shall be increased by 0.60 acres. Planting, maintenance and monitoring of new habitat plantings per mitigation measure B-2 shall be in compliance with the project's Habitat Conservation Program and incorporated into the project's annual Habitat Monitoring Program/Reporting.	Prior to issuance of Certificate of Occupancy	V.H. Property Corp./Project Biologist	City PBCE
B-5: Subject to review and approval by the Director of Planning, Building and Code Enforcement, the developer shall install signage along the pedestrian/bicycle trails located adjacent to the driving range, warning trail users not to enter into natural habitat preserve areas to collect any stray golf balls. Said signage shall be installed at appropriate intervals along the trail as approved by the Director of Planning, Building and Code Enforcement and the Project Biologist. If it is determined by the Director of Planning, Building and Code Enforcement that trail users are breaching the trail fencing and entering habitat to obtain stray golf balls, the developer shall cease all driving range operations until such time as a plan, such as, but not limited to the use of security personnel, can be implemented by the developer that would eliminate such activities.	Prior to issuance of certificate of occupancy	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
9. Hazards			
H-1: The driving range shall be developed with safety features as proposed in the plan identified as the "Ocean Trails Driving Range/Lot Layout Proposed Amendment Tentative Tract No. 50666", dated February 2, 2005. Subject to review and approval by the Director of Planning, Building and Code Enforcement, a 6' high decorative fence shall be installed along the western boundary of the driving range, located between the edge of the driving range and the pedestrian/bicycle trails. Any changes to the proposed plan that may affect public safety shall be subject to additional environmental analysis, review and approval in compliance with the California Environmental Quality Act.	Prior to issuance of Certificate of Occupancy	V.H. Property Corp.	City PBCE
H-2: The proposed use of the driving range shall comply with the following: • Golfers will hit primarily from east to west, while Golf Professional Staff may teach some private golf lessons on the western side of the driving range under strict supervision. • Golfers will be restricted to using certain golf clubs depending upon which tee area they are hitting from based upon the "Golf Shot Plan". Specifically, Section "A" of the golf tees will be used for shots traveling up to 140 yards, Section "B" will be used for shots traveling between 140 yards and 215 yards, and Section "C" will be used for shots traveling over 215 yards (see Exhibit C). • Signs will be posted in Sections "A", "B" and "C" noting distances authorized to hit from each tee section.	On-going during use of driving range	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
• An on-site Golf Professional will monitor all tee areas of the driving range during all operating hours of the driving range to ensure that the proper golf clubs are being used from the proper tees. • When lessons are being taught at the eastern edge of the driving range, the on-site Golf Professional Staff will ensure that the longer shots from the western side of the driving range are prohibited.			
H-3: If professional tournaments are held where professionals will utilize the driving range, the applicant shall implement measures, which may include, but not be limited to retractable netting that could be used temporarily when professionals are utilizing the range, to ensure that golf balls do not stray from the range and impact adjacent uses. Such tournaments and temporary netting or other measures, shall only be authorized through approval of a Special Use Permit by the City of Rancho Palos Verdes, which requires public notice.	Concurrent with issuance of SUP	V.H. Property Corp.	City PBCE
H-4: If it is determined by the Director of Planning, Building and Code Enforcement, that use of the driving range is causing significant hazardous impacts to public safety resulting from stray golf balls causing injury to persons or property, upon notice by the Director, the owner shall immediately cease all use of the driving range until such impacts can be mitigated by the developer. Such mitigation measures shall be reviewed and approved by the City Council. If it is determined that such impacts cannot be mitigated, upon notice by the City, the owner shall cease all use of the driving range.	Upon determination by the Director of PBCE and/or City Council	V.H. Property Corp./Director of PBCE	City PBCE/City Council

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
7. Noise N-1: Project construction activities shall comply with applicable City noise restrictions. Construction activities shall be limited to the hours between 7:00am and 7:00pm, Monday through Saturday. There shall be no construction on Sundays or federally observed holidays.	During site preparation, grading, excavation and construction	V.H. Property Corp.	City PBCE
N-2: The use of gardening/maintenance equipment shall be controlled by the Golf Course Maintenance Plan which is subject to review and approval by the Director of Planning, Building and Code Enforcement, based on an analysis of equipment noise levels and potential impacts to neighboring residents. The Plan shall be revised to incorporate the driving range and shall be submitted for formal review by the Director of Planning, Building and Code Enforcement within 3 months after the first day that the driving range opens for play and annually thereafter for the life of the driving range/golf course. At the 3-month review and at each subsequent annual review, the Director may determine that the Plan needs to be revised to address potential noise impacts. The Director may also determine that additional review periods and/or other conditions shall be applied to the Maintenance Plan. Further, if the City receives any justified noise complaints that are caused by the maintenance of the driving range, as verified by the Director of Planning, Building and Code Enforcement, upon receipt of notice from the City, the owner(s) of the golf course shall respond to said verified complaint by notifying the City and implementing corrective measures within 24 hours from time of said notice. The Director's	Within 3 months after driving range opens and annually thereafter	V.H. Property Corp.	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
decision on any matter concerning maintenance may be appealed to the City Council. This condition shall apply to all project owners, present and future. Any violations of this condition may result in cease of operation of the driving range.			
10. Aesthetics A-1: Subject to review and approval by the Director of Planning, Building and Code Enforcement, prior to issuance of any grading permits, the applicant shall submit a landscape and irrigation plan that identifies the type of vegetation proposed for the driving range and surrounding areas, specifically including the southerly berm. The type of vegetation utilized shall be consistent with the allowable vegetation permitted on the subject site, as defined in the project's HCP, and shall not be of a type that would grow higher than the ridge elevation of the southerly berm. Further, said vegetation shall be maintained to a height that will not grow higher than the ridge elevation of the southerly berm.	Prior to issuance of any grading permits.	V.H. Property Corp.	City PBCE
9. Cultural Resources C-1: Before grading activity begins, a qualified paleontologist shall be retained to monitor the site during excavation work. This paleontologist will salvage exposed fossils, and, if necessary, direct or divert grading activities to accomplish this goal. In areas where fossils are abundant, full-time monitoring and salvage efforts shall be provided. (from EIR#36)	Prior to start of any grading activity.	V.H. Property Corp./Project Paleontologist	City PBCE
C-2: Upon completion of all grading activity, the Project Paleontologist shall ensure that all fossils and their contextual stratigraphic data are forwarded to an	Prior to Certificate of Occupancy	V.H. Property Corp./Project Paleontologist	City PBCE

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
institution with a research interest in the materials, such as the Los Angeles County Museum of Natural History. (from EIR#36)			
C-3: Upon completion of all grading activities, the Project Paleontologist shall ensure that all paleontological material collected during project monitoring activities are donated to a local institution that has proper facilities for creation display, and use by interested scholars and the general public. A report shall also be prepared on the paleontological resources found in the project area for review and approval by the City's Director of Planning, Building and Code Enforcement. The plan shall receive sufficient distribution to ensure its availability to future researchers. (from EIR#36)	Prior to Certificate of Occupancy	V.H. Property Corp./Project Paleontologist	City PBCE
C-4: During project construction activities, microvertebrates from any terrace deposits in the landslide area shall be salvaged. If necessary, the collection of matrix samples shall be processed through fine screens. The Project Paleontologist through the Los Angeles County Museum of Natural History or another qualified facility should coordinate collection of the matrix samples and processing. (from EIR#36)	During site preparation, grading, excavation and construction	V.H. Property Corp./Project Paleontologist	City PBCE

Resolution No. 2012-03
Exhibit "A"

ADDENDUM NO. 1
TO
MITIGATED NEGATIVE DECLARATION FOR THE DRIVING RANGE

The City Council has reviewed the proposed Revision "ZZ" to the Trump National Golf Course Project, which is a request to allow a varying height (6'-0" to 9'-8" tall) hedge composed of the New Zealand Christmas Tree species to be planted on the western end of the Driving Range, in conjunction with the requirements of the California Environmental Quality Act (CEQA), as well as State and Local CEQA Guidelines, and find as follows:

That the approved request would not result in any new or increased impacts to the environment that are not already analyzed within the Mitigated Negative Declaration (MND) for the Driving Range, because it simply allows for the planting of a hedge on the Driving Range which would not impact the environment in any manner that was not previously considered and mitigated to the extent feasible through the Driving Range MND.

More specifically, the Driving Range MND addressed a revision to the project that permitted the installation of a Driving Range in place of residential lots within Vesting Tentative Tract Map No. 50666. The MND analyzed the potential aesthetic impacts associated with the development of the range and determined that because the proposed grading of the Driving Range would result in a finished project that would not affect views and aesthetics as much as the prior subdivision, there would be no new significant impacts that were not analyzed previously. The proposed hedge would be planted in a location and height that is also lower than the previous subdivision and thus if the hedge was originally analyzed within the MND, it would also have been found that there would be no significant impact.

Additionally, as part of the Driving Range MND's "Hazards" analysis, due to the design of the proposed Driving Range and mitigation measures, it was found that there would be no significant Hazard impacts as a result of the project. One such design feature included was the installation of landscaping between the southern berm of the Driving Range and the trail below to help protect trail users. A Mitigation Measure was added to ensure that said landscaping did not grow higher than the elevation of the southerly berm to ensure that there would not be an aesthetic impact caused by the landscaping. The intent of this mitigation measure was to only address landscaping that was to grow on the southerly side of the Driving Range's southerly berm. It was not intended to address other areas of the Driving Range, where for example the proposed hedge will be located. Thus, it is important to note that the proposed hedge is not inconsistent with this specific mitigation measure because this specific mitigation measure does not apply to the area of the proposed hedge.

Therefore, there have been no substantial changes to the Project or to the environment caused by the proposed hedge that would cause the Project to significantly impact the environment, nor does the proposed hedge affect a change that would impact the environment in any manner that was not previously considered and mitigated to the extent feasible within the Driving Range MND.

Exhibit A

Mitigation Monitoring Program

Project:	Revision “QQ” to the Trump National Golf Club for revision to an existing Driving Range.
Location:	Trump National Golf Club, Rancho Palos Verdes, CA 90275
Applicant/: Landowner	V.H. Property Corp.

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I. INTRODUCTION

PURPOSE

This Mitigation Monitoring Program (MMP), which is to allow Revision "QQ", permitting a revision to an existing Driving Range at the Trump National Golf Club, in the City of Rancho Palos Verdes, responds to Section 21081.6 of the Public Resources Code. Section 21081.6, which requires a lead or responsible agency that approves or carries out a project where a Mitigated Negative Declaration (or in this case a Subsequent Mitigated Negative Declaration) has identified significant environmental effects, to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of Rancho Palos Verdes is acting as lead agency for the project.

An Initial Study and Subsequent Mitigated Negative Declaration were prepared to address the potential environmental impacts of the project. Where appropriate, this environmental document recommended mitigation measures to mitigate or avoid impacts identified. Consistent with Section 21080 (2)(c) of the Public Resources Code, a mitigation reporting or monitoring program is required to ensure that the adopted mitigation measures under the jurisdiction of the City are implemented. The City will adopt this MMP when adopting the Subsequent Mitigated Negative Declaration.

ENVIRONMENTAL PROCEDURES

This MMP has been prepared in accordance with the California Environmental Quality Act of 1970 (CEQA), as amended (Public Resources Code Section 21000 et seq.) and the State Guidelines for Implementation of CEQA (CEQA Guidelines), as amended (California Administrative Code Section 15000 et seq.). This MMP complies with the rules, regulations, and procedures adopted by the City of Rancho Palos Verdes for implementation of CEQA.

MITIGATION MONITORING PROGRAM REQUIREMENTS

Section 21081.6 of the Public Resources Code states: "When making the findings required by subdivision (a) of Section 21081 or when adopting a negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21081, the public agency shall adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of an agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program."

II. MANAGEMENT OF THE MITIGATION MONITORING PROGRAM

ROLES AND RESPONSIBILITIES

The MMP for the project will be in place through all phases of the project including final design, pre-grading, construction, and operation. The City will have the primary enforcement role for the mitigation measures.

MITIGATION MONITORING PROGRAM PROCEDURES

The mitigation monitoring procedures for this MMP consists of, filing requirements, and compliance verification. The Mitigation Monitoring Checklist and procedures for its use are outlined below.

Mitigation Monitoring Program Checklist

The MMP Checklist provides a comprehensive list of the required mitigation measures. In addition, the Mitigation Monitoring Checklist includes: the implementing action when the mitigation measure will occur; the method of verification of compliance; the timing of verification; the department or agency responsible for implementing the mitigation measures; and compliance verification. Section III provides the MMP Checklist.

Mitigation Monitoring Program Files

Files shall be established to document and retain the records of this MMP. The files shall be established, organized, and retained by the City of Rancho Palos Verdes department of Planning, Building, and Code Enforcement.

Compliance Verification

The MMP Checklist shall be signed when compliance of the mitigation measure is met according to the City of Rancho Palos Verdes Director of Planning, Building, and Code Enforcement. The compliance verification section of the MMP Checklist shall be signed, for mitigation measures requiring ongoing monitoring, and when the monitoring of a mitigation measure is completed.

MITIGATION MONITORING OPERATIONS

The following steps shall be followed for implementation, monitoring, and verification of each mitigation measure:

1. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall designate a party responsible for monitoring of the mitigation measures.

2. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement shall provide to the party responsible for the monitoring of a given mitigation measure, a copy of the MMP Checklist indicating the mitigation measures for which the person is responsible and other pertinent information.

3. The party responsible for monitoring shall then verify compliance and sign the Monitoring Milestone column of the MMP Checklist for the appropriate mitigation measures.

Mitigation measures shall be implemented as specified by the MMP Checklist. During any project phase, unanticipated circumstances may arise requiring the refinement or addition of mitigation measures. The City of Rancho Palos Verdes, Director of Planning, Building, and Code Enforcement with advice from Staff or another City department, is responsible for recommending changes to the mitigation measures, if needed. If mitigation measures are refined, the Director of Planning, Building, and Code Enforcement would document the change and shall notify the appropriate design, construction, or operations personnel about refined requirements.

III. MITIGATION MONITORING PROGRAM CHECKLIST

INTRODUCTION

This section provides the MMP Checklist for the project as approved by the City Council of the City of Rancho Palos Verdes on May 29, 2012. Mitigation measures are listed in the order in which they appear inthe Initial Study. It should be noted that this MMP represents revisions to the mitigation measures adopted by the City Council on June 7, 2005 through Resolution No. 2005-62. All mitigation measures identified in Resolution No. 2005-62 that are not being revised through this MMP shall remain in effect.

- **Monitoring and Reporting Action**indicates when the measure should be monitored and reported.
- **Party Responsible for Mitigation** indicates who is responsible for implementation.
- **Enforcement Agency/MonitoringAgency/MonitoringMilestone** indicates what agency is responsible for enforcing the measure, and provides space for future reference and notation that compliance has been monitored, verified, and is consistent with these mitigation measures.

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
6. Biological Resources B-2: Subject to review and approval by the Director of Planning, Building and Code Enforcement, CDFG and USFWS, and prior to issuance of any building permits for residences within Vesting Tentative Tract Map (VTTM) 50666, CSS habitat will be revegetated (0.60 acres). Revegetated habitat should be suitable for forage, cover and nesting by coastal California gnatcatchers.	Re-vegetate habitat prior to i issuance of building permits for any homes in VTTM50666	V.H. Property Corp./Project Biologist	City PBCE/CDFG/USFW

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
B-4: Prior to issuance of any building permits for residences within Vesting Tentative Tract Map No. 50666, the Forrestal Canyon Preserve shall be increased by 0.60 acres. Planting, maintenance and monitoring of new habitat plantings per mitigation measure B-2 shall be in compliance with the project's Habitat Conservation Program and incorporated into the project's annual Habitat Monitoring Program/Reporting.	Re-vegetate habitat prior to i issuance of building permits for any homes in VTTM50666	V.H. Property Corp./Project Biologist	City PBCE
1. Hazards H-1: The driving range shall be developed with safety features subject to review and approval by the Director of Planning, Building and Code Enforcement, that include a 12' high fence and/or landscape hedge and/or combination thereof, to protect trail users along the trail located on the ocean side and adjacent to the southerly berm of the driving range, and a 6' high decorative fence shall be installed along the southerly portion of the western boundary of the driving range, located between the edge of the driving range and the pedestrian/bicycle trails. If a landscape hedge is used in lieu of or in combination with a fence, then said landscaped hedge shall be of a density that would ensure that golf balls do not go through said hedge or the Applicant shall provide an alternative such as adding mesh fencing along with a hedge until said hedge has the necessary density. Further, any landscape hedge, fencing or combination thereof shall be in compliant with existing Mitigation Measure A-1 that ensures that the proposed hedge, fence or	Prior to issuance of Certificate of Occupancy	V.H. Property Corp.	City PBCE

Mitigation Monitoring Program

Resolution No. 2012-37
Exhibit A
Page 6 of 7

Mitigation Measures	Monitoring and Reporting Action	Party Responsible for Mitigation	Enforcement Agency/ Monitoring Agency/ Monitoring Milestone
combination thereof will not be higher than the ridge elevation of the southerly berm and any hedge shall be maintained to a height that will not grow higher than the ridge elevation of the southerly berm. Any changes to the proposed plan that may affect public safety as determined by the Director shall be subject to additional environmental analysis, review and approval in compliance with the California Environmental Quality Act.			
H-2: The proposed use of the driving range shall comply with the following: • Golfers will hit primarily from east to west, while Golf Professional Staff may teach some private golf lessons on the western side of the driving range under strict supervision. • An on-site Golf Staff Member will monitor all tee areas of the driving range during all operating hours of the driving range to ensure that shots do not go beyond the westerly tee areas or over the proposed westerly hedge. • When lessons are being taught at the eastern edge of the driving range, the on-site Golf Professional Staff will ensure that the longer shots from the western side of the driving range are prohibited.	On-going during use of driving range	V.H. Property Corp.	City PBCE

Resolution No. 2013-28
Exhibit "A"

ADDENDUM NO. 2
TO
MITIGATED NEGATIVE DECLARATION FOR THE DRIVING RANGE

The City Council has reviewed the proposed Revision "CCC" to the Trump National Golf Course Project, which is a request to revise the statement within Condition K-2b of CUP No. 163 that requires the Trump Organization obtain approval of the hedge species from the California Coastal Commission prior to installation of the driving range hedge that was approved by the City through Revision ZZ.

The approved request would not result in any new or increased impacts to the environment that are not already analyzed within the Mitigated Negative Declaration (MND) for the Driving Range, because it simply allows for a minor modification to Condition K-2b of CUP No. 163 to revise the text pertaining to the Applicant obtaining Coastal Commission approval of the New Zealand Christmas Tree species prior to its installation. Specifically, this portion of the condition is proposed to be revised to inform the Applicant that planting of the hedge does not eliminate the Applicant's obligation to obtain approval from the California Coastal Commission, instead of the existing condition that requires the Applicant to obtain approval of the species from the Coastal Commission prior to its installation. The statement that requires the Applicant to obtain Coastal Commission approval of the species prior to the installation of the hedge is unnecessary within the City's condition, because the Coastal Commission already has jurisdiction regarding this issue due to the conditions of approval of the Coastal Permit. Thus, regardless of the City's condition, the Coastal Commission and the Coastal Staff still need to determine if this species of tree satisfies the conditions of approval of the Coastal Permit.

Therefore, there have been no substantial changes to the Project or to the environment caused by the removal of the last sentence of Condition K-2b through Revision CCC that would cause the Project to significantly impact the environment, nor does Revision CCC affect a change that would impact the environment in any manner that was not previously considered and mitigated to the extent feasible within the Driving Range MND.